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National Engineering Services Pakistan (Pvt) Limited



January 2022

VOLUME I-A

Issued To :

Date of issuance :

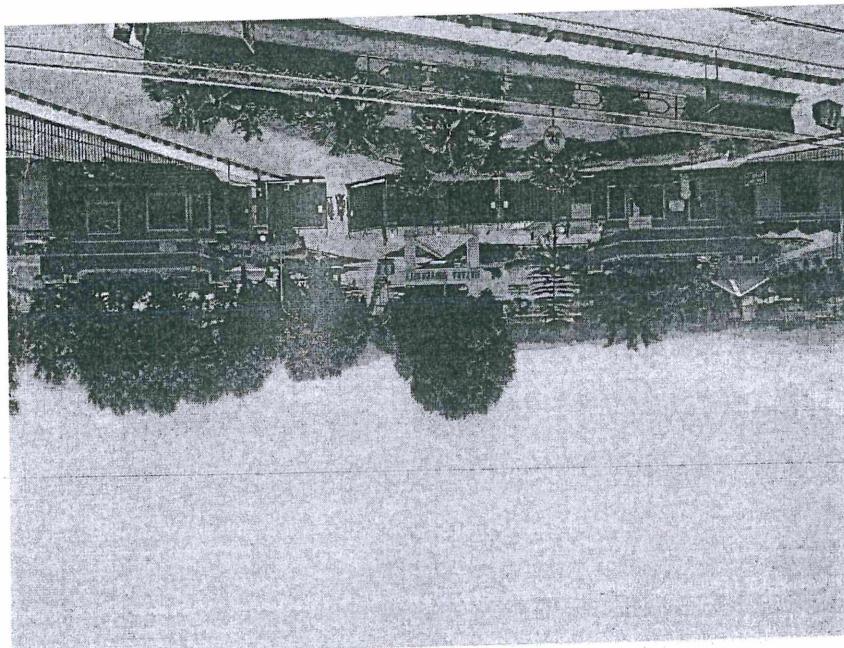
Package No. 2

Contract No.: HU/MANSEHRA/02/2022

Construction of Boys Hostels at Hazara University, Manshera

FOR

### BIDDING DOCUMENTS



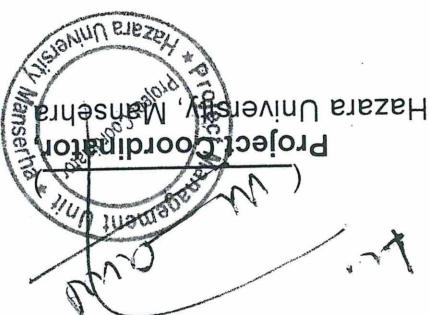
University, Manshera

Upgrading of Academic and Infrastructure Facilities at Hazara

HAZARA UNIVERSITY MANSEHRA



Encl: Addendum No. 1



Yours faithfully

Thanking you,

Kindly acknowledge the receipt.

Enclosed please find herewith Addendum No. 1 for the subject Contract.

Addendum No. 1

Packag<sup>e</sup> 2 - Construction of Boys Hostel at Hazara University Manshera  
HAZARA UNIVERSITY, MANSHERA  
UPLIFTING OF ACADEMIC AND INFRASTRUCTURE FACILITIES AT

(All Prospective Bidders) .....

M/S .....

Ref. No. HU/PMU/2022/249

January 10, 2022

HAZARA UNIVERSITY, MANSHERA  
Upgrading of Academic and Infrastructure Facilities at



End of Addendum No. 1

The Contractor shall cordon off the construction site area i.e. with brick / block masonry, CGI sheets or diamond mesh wire fencing etc. in the manner directed by Employer / Engineer at his own cost".

#### "15.3.5 Cordonning Off the Works

Add the following at the end of Sub-Clause 15.3

#### 15.3 Temporary Services

### 3. SPECIFICATIONS - SPECIAL PROVISIONS

"Joint Venture (JV) is not allowed".

Add the following Line after the para, "duly licensed by the Pakistan Engineering Council from Category CA to C2 and specialization relevant to the type of work".

#### 3.1 (a) Eligible Bidders

### 2. BIDDING DATA SHEET

"Delete the Sub-Clauses in its entirety".

#### 11.2 Documents Comprising the Bid (JV)

### 1. INSTRUCTIONS TO BIDDERS

Volume - I-A

These addition/deletion/amendments will form an integral part of the Bidding Documents. The Bidder shall acknowledge the receipt of this addendum to the Employer. The original of addendum shall be attached with the original bound volume of the Bidding Documents.

The Bidder shall note & take into consideration while preparing the subject bid the following additions/deletion/amendments to the tender.

Dated: January 10, 2022

ADDENDUM NO. 1

Package 2 - Construction of Boys Hostel at Hazara University Miansehra

UPLIFTING OF ACADEMIC AND INFRASTRUCTURE FACILITIES AT  
HAZARA UNIVERSITY, MIANSEHRA

Uplifting of Academic and Infrastructure Facilities at  
HAZARA UNIVERSITY, MIANSEHRA



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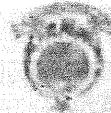
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BIDS  
FOR  
INVITATION

# NOTICE INVITING TENDER

HAZARA UNIVERSITY  
MANSEHRA



1. Bids are invited from the concerned organizations and individuals for bidding documents and implementation of Hazara University Management Consultancy Project (P&D) in term with code of procurement and tendering rules of Hazara University Mansehra as per following details:

S.	Project No.	Description	PEC	Bid Category	No.	Project No.	Description	PEC	above	2% of Estimated	Estimated
1.	Project No. 02	Consultation of Boys' Hostel A Hazara University Mansehra	C-2 and above	Engineering Estimaries	2	Project No. 04	Consultation of Staff Residential Committees by P&S 1-16 at Hazara University Mansehra	C-3 and above	2% of Estimated	Estimated	

2. The bidding documents can be obtained from the office of Project Coordinator, Hazara University Mansehra till 1400 hours on before January 26, 2022 at the following address:- Sealed bids should reach the office of Project Coordinator, Hazara University Mansehra till 1400 hours on before January 26, 2022 at the following address:- Project Coordinator, Hazara University Mansehra, No bid will be issued on the date of tender opening to authorized representatives who choose to attend.
3. Bids will be opened at 1430 hrs. on the same day in presence of bidders or their authorized representatives who choose to attend.
4. The bidding procedure will be Single Stage — Two Envelopes.
5. Instructions to Bidders must be read carefully and followed by the bidder as mentioned in Volume-I of the bidding documents.
6. Bidders must submit one original and 02 true photocopies of bidding documents.
7. Conditional, incomplete and bids filled with lead pencil are not acceptable.
8. The percentage of bid security shall be 2% of the engineers estimate in shape of Bank Guarantee or CDR from any selected bank of Pakistan. Any bid not accompanied by an acceptable bid security shall be rejected by the employer being non-responsive.
9. The contractors quoting their bids more than 10% below on engineering with 2% bid security at the time of bid submission.
10. KPPA Notification SRO (12)/Vol: 1-20/2020-21 shall be adopted.
11. The successful contractor who quotes a rate more than 10% below on engineering with 2% bid security along with 8% additional bid security shall be deposited in Zee bid security along with 8% additional bid security.
12. Niche bidding tender is also available on Khyber Pakhtunkhwa Public Procurement Authority (KPPA) website and Hazara University to download.
13. All rights reserved as per KPPA pricing Policy.

Project Coordinator  
0345-9620252  
www.hun.edu.pk  
mhdan172@gmail.com

14. The Engineering Entity may reject all bids or proposals as per Khyber Pakhtunkhwa Public Procurement Authority Rules, Terms and conditions, if any, shall be subject to cancellation by the University.

15. It is a lucrative contract who quotes a rate more than 10% below on engineering with 2% bid security at the time of bid submission.

16. (2+8) % shall be retained to favour of the Government and the contractor shall have to pay back the balance to the Government for three different years.

17. The Engineering Entity may reject all bids or proposals as per Khyber Pakhtunkhwa Public Procurement Authority Rules, Terms and conditions, if any, shall be subject to cancellation by the University.

18. All rights reserved as per KPPA Pricing Policy.

(L)

BIDDERS  
TO  
INSTRUCTIONS

		(8)
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.5	Cost of Bidding	
4.1	A bidder who participates in more than one bid either by himself, or as a partner in a joint venture, IB.16) will be disqualified.	
IB.4	One Bid per Bidder	
a.	Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.	
3.1	This Invitation for Bids is open to all bidders meeting the following requirements:	
IB.3	Eligible Bidders	
2.1	The Employer has applied for/received a loan/credit from the source (s) indicated in the Bidding Data Sheet in various currencies towards the cost of the project specified in the Bidding Data Sheet 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.2	Source of Funds	
1.2	The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.	
1.1	The Employer as defined in the Bidding Data Sheet hereinafter called "the Employer" wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data Sheet hereinafter referred to as the "Works".	
IB.1	Scope of Bid	
A.	GENERAL	
	Note: These Instructions to Bidders along with Bidding Data Sheet will not be part of the Contract and will cease to have effect once the contract is signed.)	

## INSTRUCTIONS TO BIDDERS

(9)

- 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.
- 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.
- B. BIDDING DOCUMENTS
- IB.7 Contents of Bidding Documents
- 6.1 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.
- 6.2 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.
- IB.6 Site Visit
- 6.3 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.
- 7.2 The bidders and any of their personnel or agents to Bidders, Bid Data Sheet, General Conditions of Contract, Part-I (GCC), Particular Conditions of Contract, Part-II (PCC), Specifications - Special Provisions, Specifications - Technical Provisions, Form of Bid & Appendices to Bid, Bill of Quantities (Appendix-D to Bid), Form of Bid Security, Form of Contract Agreement, Forms of Performance Security and Mobilization Advance Guarantee/Bond and Form of Indemnity Bond for Secured Advance Drawings.
12. 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**

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**

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.

Any addendum thus issued shall be part of the Bidding Documents pursuant to IB 7.1. Prospective bidders 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

C.

**PREPARATION OF BIDS**

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

10.1

**IB.10 Language of Bid**

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 Sheet 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.

11.1

**IB.11 Documents Comprising the Bid**

The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid, containing the documents listed in Bidding Data Sheet under the heading of IB 11.1 A & B respectively. Both envelopes shall furnish all the documents as specified in Bidding Data Sheet 11.1 A & B.

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in IB 1.1 hereof, based on the unit rates and/or prices submitted by the bidder.

## 1B.12 Bid Prices

11.3 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work requirements and the completion time referred to in Sub-Clauses 1.2 hereof.

A copy of JV agreement shall be submitted before signing of the Contract, starting the conditions under which JV will function, its period of duration, the persons authorized to represent and obligeate 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. The JV Agreement shall be made part of the contract amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

(e) A copy of JV Agreement (in case of a successful bid); and

(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 terms and conditions of the joint venture, as well as in the event of Bid and in the Form mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of JV Agreement.

(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 JV Agreement entered into this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture.

(b) One of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by one of the joint venture partners of all the joint venture partners.

(a) In case of a successful bid, the form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant.

Bids submitted by a JV shall include a copy of the joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a joint Venture Agreement shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein. Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- |      |   |
|------|---|
| 12.1 | 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.  |
| 12.2 | 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.   |
| 12.3 | Additionals / 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. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix C to Bid and shall submit with the bids such other supporting information as required under the said clause.   |
| 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 be quoted by the bidder entirely in Pak rupees. A bidder quoting 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 requirements either (i) entirely in the foreign currency of his bid, shall indicate the respective portions in his bid. |
| 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 requirements either (i) entirely in the foreign currency of his bid, 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.  |
| 13.3 | Bids shall remain valid for the period stipulated in the Bidding Data Sheet after the Date of Bid Opening specified in Clause 1B.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. 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.
- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data Sheet 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 in favor 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 IB 22.1;
  - (b) If the bidder does not accept the correction of his Bid Price pursuant to IB 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;
    - (ii) Sign the Contract Agreement; or
    - (iii) Furnish the required JV Agreement within 7 days of the receipt of letter of acceptance.

- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.1 Bidders are particularly directed that the amount entered on the Letter of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

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

- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 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 IB.7.1 hereof, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 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. The representatives shall be invited to attend such a 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 Sheet. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.

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

- 16.2 Alternative 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.

- 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 alternative Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Letter of Price Bid shall be that which represents complete compliance with the Bidding Documents. The technical details and financial implication involved are to be submitted in two separate sealed envelopes as to be followed in main bid proposals.

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

(15)

- (c) The technical bid should comprise of documents listed in IB 11.1 (A) & the price separate envelopes in accordance with IB 11.1.
- (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in IB 19.2 hereof
- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.

19.1 Each bidder shall submit his bid as under:

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

### D. SUBMISSION OF BIDS FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.
- 18.7 Bidders shall indicate in the space provided in the Letter of Technical and Price Bids, 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.
- 18.6 Any amendments such as interpretations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 18.5 The original and all copies of the Bid shall be typed or written in ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.

- 18.4 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in Bidding Data Sheet against IB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "PRICE BID". In addition, the Bidder shall submit two (2) copies of the Bid and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

- 18.3 No alteration is to be made in the Letters of Price and Technical Bids 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.

21. (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.

## IB.21 Late Bids

- 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.

- (d) Upon request, acknowledgement of receipt of bids will be provided to those making delivery in person or by messenger.

- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgement of receipt of such bid, he shall make a request for such acknowledgement in a separate letter attached to but not included in the sealed bid package.

- (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.

- 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 Sheet.

## IB.20 Deadline for Submission of Bids

- 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.

- 19.3 In addition to the identification required in IB.19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21.

- (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data Sheet.

- (b) Bear the name and identification number of the contract as defined in the Bidding Data Sheet; and

- (a) Be addressed to the Employer at the address provided in the Bidding Data Sheet.

- 19.2 The inner and outer envelopes shall:

23.1 The Employer will open the Technical Bids in public at the address, date and time specified in the Bidding Data Sheet in the presence of Bidders, despatched representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the specificed time of their opening.

23.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.

23.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with IB out, and record it. No envelope shall be substituted unless the correspondence

**BID OPENING AND EVALUATION FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE**

22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with IB 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 1B.15.

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 1B.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

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.

## 1B.22 Modification, Substitution and Withdrawal of Bids

(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.

- 23.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification. Modification Notice contains a valid authorization to read the Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Both Original and Modified Bids, both Original as well as Modification, remain unopened until the opening of Technical Bids. Only the Technical Bids shall be read out, and recorded at the opening of a Bidder's representatives who are present shall be requested to sign IB 23.1. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 23.5 Other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the presence of a Bid Security, if required; and
  - (d) Any other details as the Employer may consider appropriate.
- No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with IB 23.1. Only Technical Bids read out and recorded at bid opening, shall be considered for evaluation.
- 23.6 a) The Employer shall first examine qualification and experience Data as per appendix M and N submitted by the Bidder. The technical proposal examination of those and N bidders only shall be taken in hand who meet the minimum requirement as mentioned in appendix M and N. Only substantially responsible bids shall be considered for further evaluation.
- b) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.
- 23.7 The Employer shall confirm that all the documents and information have been provided for evaluation of Technical bid as required under these bidding documents.
- 23.8 At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsible Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids.

- 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 bid 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 failing aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report. However the fact of lodging a complaint shall not warrant suspension of the procurement process.

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

- 23.12 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations is that which is most economical to the Employer.
- Only Price Bids and discounts, read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids and other details as the Employer may consider appropriate.
- (a) The name of the Bidder;
- (b) Whether there is a modification or substitution;
- (c) The Bid Prices, including any discounts and alternative offers; and
- (d) Any other details as the Employer may consider appropriate.

23.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:

- 23.10 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, publicly in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

23.9 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened before inviting others, who are determined as being qualified, to attend the opening of Price Bids.

The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price 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.
- 25.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- 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; (iv) includes signed Integritiy Pact where required as per clause IB.3; and (v) 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 affects in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistently with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; (iii) adoption/recitation whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only the competitive position of other bidders presenting substantially responsive bids shall be considered in evaluating.
- 26.3 If a bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation/clarification in writing which shall be responded to 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 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.
- 27.1 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:
- IB.27 Correction of Errors

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 provisions of Clause IB.3 and qualify pursuant to IB 29.2.

## IB.29 Award

## F. AWARD OF CONTRACT

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.

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 appiled over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applying over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

(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 Day work; and

(c) Making an appropriate adjustment for any other acceptable variation or deviation.

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

28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.

## IB.28 Evaluation and Comparison of Bids

27.2 The amount stated in the Letter of Price 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 bidding 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 IB.15.6 (b) hereof.

- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for prima facie evidence of any defect in bidder's capacities, may require the bidders to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:
- 30.1 Notwithstanding Clause IB.29, the Employer reserves the right to accept 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.
- 31.1 Prior to expiration of the period of 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.
- 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.
- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form within a period of 28 days after the receipt of Letter of Acceptance.

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

31.2 The Employer shall furnish to the successful bidder a Performance Security in the amount stipulated in the Bidding Data Sheet and the Conditions of Contract and the amount stipulated in the Letter of Acceptance.

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.

31.5 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.

31.6 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.

31.7 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.

31.8 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.

31.9 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.

(23)

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.

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

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

#### **IB.35 Integrity Pact**

The Employer reserves the right to obtain information regarding performance of the bidders on their previous award contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employees of the previous award 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 depriving him from participation in future bidding for similar works.

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

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.

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.

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

32.2 Failure of the successful bidder to comply with the requirements of IB.32.1 or IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

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## BIDDING DATA SHEET

<p><b>1.1 Name and address of the Employer:</b></p> <p>Hazara University Manshera Project Coordinator, Hazarra University Manshera Address:</p> <p>Employer's Representative: Hazarra University Manshera</p> <p><b>1.1 Name of Project &amp; Summary of the Works:</b></p> <p>Name of Project: Dhuadai Manshera Office of Project Coordinator, Hazarra University Manshera Dhuadai Manshera Contract No.: HU/Manshera/02/2022 Construction of Boys Hostels at Hazara University, Manshera Package No. 2</p> <p><b>1.1 Name of the Borrower/Source of Financing/Funding Agency:</b></p> <p>More detailed Scope of Work is provided in the Priced Bill of Quantities, Specifications and the Drawings.</p> <p>The work comprises of the following:</p> <ul style="list-style-type: none"> <li>• Construction of Boys Hostel Nos. 1, 2 &amp; 3</li> <li>• Central Mess and Dining Room</li> <li>• External Works</li> </ul> <p><b>Summary of Works:</b></p> <p>The work involves execution and completion of above stated Work, the Contractor shall be obliged to remedy defects therein in accordance with the provisions of Contract.</p> <p>at Hazara University, Manshera. Following execution and completion of above stated Work, the Employer has arranged funds through its own sources and part of the proceeds of this fund will be applied to eligible payments under the Contract for which these Bidding Documents are issued.</p>
--

3.1(a) Eligible Bidders:	Duly licensed by the Pakistan Engineering Council from Category CA to C2 and specialization relevant to the type of work
7.1 Contents of Bidding Document:	Note: Constructors who have previously submitted fake/bogus documents while bidding process carried out by Hazara University will be ineligible to apply Delete point No. 11 and replace with "Form of Performance Security"
8.1 Time limit for clarification:	Delete "28 days" in the second last line of 1 <sup>st</sup> paragraph and replace with "07 days".
10.1 Bid language:	English
11.1 (A) The Bidder shall submit its Technical Bid the following documents:	(a) Letter of Technical Bid (b) Bid Security (c) Written confirmation authorizing the signature of the Bid to commit the Bidder (d) Pending litigation information (IB.18.5) (e) Special stipulations (as filled by the Employer) (appendix -A) (f) Proposed Construction Schedule (appendix -B) (g) Method of Performing the Work (appendix -F) (h) Availability of Critical Equipment (appendix -G) (i) Construction Camp and Housing Facilities (appendix -H) (j) List of Sub-contractors (as required) (appendix -I) (k) Organization Chart for Supervisory Staff (appendix -J) (l) Integrity Pact (appendix -K) (m) Financial Competence and Access to financial Resources (n) Past Performance, Current Commitment, Qualification and Experience (appendix -O)
11.1(B) The Bidder shall submit its Price Bid the following documents:	(a) Letter of Price Bid (b) Foreign Currency Requirements (appendix -B) (c) Price Adjustment under Clause 70 (appendix -C) (d) Bill of Quantities (appendix -D) (e) Estimated Progress Payments (appendix -E) (f) Not Used

(27)

Delete the Clause in its entirety.

## **16. Alternative Proposals by Bidder:**

The contractors quoting their bids more than 10% below on Engineer's Estimate shall submit an Additional Bid Security equal to 8% of the bid cost along with the 2% bid security at the time of bid submission. If the successful contractor who has quoted a rate more than 10% below on the Engineer Estimate and has repudiated the contract, the entire security deposit i.e. 2% bid security along with 8% additional bid security shall be forfeited in favour of the Engineer Estimate and the successful contractor who has quoted a rate more than 10% below on the Engineer Estimate and has repudiated the contract for three different times in different bids during the same fiscal year, then the entire security deposit i.e. (2+8) % shall be forfeited in the favour of the Government and the contractor shall also be proceeded for blacklisting for a period of five years.

All bids must be accompanied by a Bid Security @ 2% of Priced Bill of Quantities / Engineer's Estimate in the form of Deposit at Call or Bank Guarantee from a Scheduled Bank of Pakistan in favor of the Project Coordinator, Hazarra University, Manshera valid for a period 28 days beyond the Bid Validity.

## **15.2 Format of Bid Security:**

Amount of Bid Security shall be 2% (Two Percent) of the Priced Bill of Quantities / Engineer's Estimate

### **15.1 Amount of Bid Security:**

Ninety (90) days.

### **14.1 Period of Bid Validity:**

Delete the Sub-Clause 13.2 in its entirety.

### **13.2 Currency of Bid & Payment**

Delete the text of Sub-Clause 13.1 and replace with the text: "Bidders are required to quote entirely in Pak. Rupees."

### **13.1 Currency of Bid & Payment**

"In case of any discrepancy or difference in the rate or amount of discount mentioned on the Form of Bid (as duly filled-in and signed), and on the Summary Page of the Priced BOQ, the discount shown on the Summary page of Priced BOQ shall prevail."

Delete the sub-Clause 12.4 and replace with the following

## **12. Bid Prices:**

BDS-3

- 33.1** Delete the text and replace with the following.  
Period for Furnishing & Signing of Contract Agreement  
The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor".  
Pakistan or (b) bank guaranteed from a bank located outside Pakistan duly counter-  
guaranteed by a Scheduled Bank in Pakistan.
- 33.2** Delete the text , 14 days of the receipt of the Contract Agreement by the successful bidder  
from the Employer , in the second line and replace „within following 07 days of the  
receipt of the Contract Agreement by the Employer”.

(29)

(30)

**Appendices to Bid**  
**And**  
**Letters of Technical Bid/Price Bid,**

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9;
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works:
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB 16 (as applicable).

We, the undersigned, declare that:

Bid Reference No: Construction of Boys Hostels at Hazara University Manshera  
Date: .....  
To: Hazara University, Manshera  
Employer's Representative:  
Project Coordinator,  
Hazara University Manshera  
Address:  
Office of Project Coordinator,  
Hazara University Manshera  
Hazarra University, Manshera  
Dhudial Manshera

(32)

..... Address .....

..... Date .....

Duly authorized to sign the Bid for and on behalf of .....

..... Signed .....

In the capacity of .....

Name .....

(f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by our Technical Bid which comprises all documents enclosed herewith in accordance with IB.1.1 of the Bidding Data Sheet.

LTB-2

(3)

Refer Separate Volume I-B

*Letter of Price Bid*

LPP-1

Conditions of Contract			
Clause			
1.	Engineer's Authority to issue Variation in emergency	2.1 2% of the Contract Price stated in the Letter of Acceptance.	
2.	Variation	2.1(b) No approval is required by the engineer if the amount needed is up to or less than RS.500,000.00 (Five Hundred thousand only) (viii)(b)	
3.	Law applicable	3.1(b) The law to be applied is the law of Islamic Republic of Pakistan	
4.	Amount of Performance Security	10.1 10% of Contract Price stated in the Letter of Acceptance.	
5.	Time for Furnishing Program	14.1 Within 14 days from the date of receipt of Letter of Acceptance.	
6.	Minimum amount of Third Party Insurance	23.2 RS. 1,000,000/- per occurrence with number of occurrences unlimited	
7.	Time for Commencement	41.1 Within 14 days from the date of receipt of Engineer's Notice to Commence which shall be issued within fourteen (14) days after signing of Contract Agreement.	
8.	Time for Completion	43.1, 21 Months from the date of receipt of Engineer's Notice to Commence.	
9.	a) Amount of Liquidated Damages	47.1 0.1% of 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.	
10.	Defects Liability Period	49.1 365 days from the effective date of Taking Over Certificate.	
11.	Percentage of Retention Money	60.2 10 % of the amount of Interim Payment Certificate.	
12.	Limit of Retention Money	60.2 5 % of Contract Price stated in the Letter of Acceptance.	
13.	Minimum amount of Interim Payment	60.2 RS. 20 Millions	
14.	Time of Payment from delivery of Engineer's Certificates (Rumming Bills)	60.10 28 days	
15.	Mobilization Advance (Interest Free)	60.12 10 % of Contract Price stated in the Letter of Acceptance.	

(35)

NOT USED  
FOREIGN CURRENCY REQUIREMENTS

Appendix-B to Bid  
BB-1

(36)

- 3) Price adjustment calculation will be made according to PEC guidelines.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- 1) Indices for "(v)" to "(v)" are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the bidding period.

**Notes:**

Cost Element	Description	Weightages	Applicable index	Total
I	Fixed Portion	2	3	4
(i)	Local Labour (Unskilled), per day	a = 0.48	b = 0.11	Government of Pakistan (GOP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin for Abbottabad.
(ii)	[Labourer (unskilled) per day shall be taken as representative of all types of labour]	c = 0.08	d = 0.23	Cement (OPC) - in bags, per bag [OPC per bag shall be taken as representative of all types of cement used at the Site].
(iii)	[Cement (OPC) - in bags, per bag [OPC per bag shall be taken as representative of all types of cement used at the Site].]	"	"	Reinforcing Steel Bars, M/Ton [Iron bars $\frac{1}{2}$ " round (M.S.) bars per tonne shall be taken as representative of all types and diameters of steel reinforcement].
(iv)	"	"	e = 0.10	High Speed Diesel, Liter
(v)	"	"	"	Total 1.000

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

**Appendix-C to Bid  
BC-1**

1. The Bidder shall quote percentage above or below on the Total amount put to Bid and given in the total summary of Estimate.
2. The Priced Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
3. The quantities given in the Priced Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the Priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
4. The rates and prices entered in the Priced Bill of Quantities consist of furnishing all Plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore all supervision, materials, execution, insurance, profit, taxes and duties, together with all equipment, machinery, appliances, materials, fittings, fixtures, textures, fabrications, erection, installation required for completing the item/works. The work shall be done in accordance with Drawings, Technical Specifications, Estimate and directions of the Engineer complete in all respect.
5. The items mentioned in the Priced Bill of Quantities consist of furnishing all Plant, labour, equipment, machinery, appliances, materials, fittings, fixtures, textures, fabrications, erection, conditions and limitations of works, location and place of works, applicable methods, conditions and limitations of works, general directions, complete description of works in the Priced Bill of Quantities, general directions, metering prices against each item in the Estimate/priced Bill of Quantities.
6. Complete description of works in the Priced Bill of Quantities, general directions, conditions and limitations of works, location and place of works, applicable methods, means to be adopted, type and quality of materials, use of tools, plant, and machinery are not necessarily repeated nor summarized in the Priced Bill of Quantities. Reference to the relevant sections of the Technical Specifications and Drawings shall be made before referring prices against each item in the Estimate/priced Bill of Quantities.
7. The "Ref Specs" mentioned in the Priced Bill of Quantities indicates the Technical Specifications section number(s) which are to be followed during execution of item of work in accordance with the applicable drawings.
8. Notwithstanding provisions of Clause 51 of Part-I, General Conditions, no claim for extra payment will be admissible on account of anticipated profit or variation in overheads

## BILL OF QUANTITIES

1. The Bidder shall quote percentage above or below on the Total amount put to Bid and given in the total summary of Estimate.
2. The Priced Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.

(8ε)

The following abbreviations for the Units have been used in the Price Bill of Quantities:

Price change quoted by the Contractor in Bid will be applied on those rates as well.

If during the currency of Contract, extra work is required to be executed which is not part of Bill of Quantities, rates of items not part of BOQ will be taken from KF MRS 2021 and different rates quoted by the Contractor.

Bill of Quantities is limited to the concerned items only.

The relevant Technical Specifications or in accordance with implied meaning of the specific clauses given in the relevant Measurement and Payment Clauses.

Unless otherwise stated in the text of the Priced Bill of Quantities, the quantities have to be measured and paid in accordance with the Measurement and Description.

expenditure for the works not actually performed nor will any adjustment in the unit rate set forth in the Priced Bill of Quantities be made because of any increase or decrease in the quantities indicated therein.

(39)

## Detailed BOQ's are in Separate Volume I-B

Bill No. 1	Boys Hostel 1	Boys Hostel 2	Boys Hostel 3	Boys Hostel 4	Central Mess and Dining Room	Extreme Works	Bill No. 5
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I. The Bill of Quantities contains the following Bills and Schedule:

B. Work Items

## BILL OF QUANTITIES

Appendix-D to Bid

BD-2

(40)

NOT USED

C. Daywork Schedule

### BILL OF QUANTITIES

Appendix-D to Bid

BD-3

(4)

## PROPOSED CONSTRUCTION SCHEDULE

Appendix-E to Bid

BE-1

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 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.
  4. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.
- 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:

#### METHOD OF PERFORMING THE WORK

#### LIST OF MAJOR EQUIPMENT

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

#### LIST OF MAJOR EQUIPMENT - RELATED ITEMS

(44)

PLANT/EQUIPMENT					
No.	Equipment	Type and Total Utilization Nos. waiting to be shifted to other Nos.	Under utilization Nos. waiting to be shifted to new projects, if available	Characteristics of projects, if available to new project(s)	Min. Number Required for this Project
1					
2					
3					
4					
5					
6					

The Bidder must demonstrate that it has the key equipment listed hereafter:

Equipment:

Appendix-G to Bid

BG-2

- 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 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 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.
  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).

## CONSTRUCTION CAMP AND HOUSING FACILITIES

(46)

5. Other Items Proposed (Security services, etc.). The Contractor should mention here what are his proposed environmental measures for the project as per EPA rules like treatment of wastewater and water quality etc. The Contractor shall submit a detailed EMP (Environmental Management Plan) to describe how materials are removed from site and disposed off at a safe location, prevention for the contamination of ground and surface water in neighboring areas etc. including remedial measures for adoption.
6. Detail of testing Lab with testing equipment etc.

#### Appendix-H to Bid

BH-2

(47)

Not Used

#### LIST OF SUBCONTRACTORS

Appendix-I to Bid

BI-1

(48)

## Separate Volume I-B

### ESTIMATED PROGRESS PAYMENTS

Appendix-J to Bid

Bf-1

(49)

SUPERVISORY STAFF AND LABOUR  
FOR THE  
ORGANIZATION CHART

Appendix-K to Bid

Bj-1

[Seal]

[Seal]

Name of Employer: ..... Signature: .....

Notwithstanding any rights and remedies exercised by GPF in this regard, [name of Supplier] agrees to indemnify GPF for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GPF 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 inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GPF.

[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 GPF under any law, contract or other instrument, be voidable at the option of GPF.

[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 GPF and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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 within or directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any otherwise, with the object of obtaining the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GPF, except that which has been expressly declared pursuant hereto.

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of Pakistan (GPF) or any administrative subdivision or agency thereof or any other entity owned or controlled by GPF through any corrupt business practice.

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

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

### (INTEGRITY PACT)

Appendix-L to Bid  
BL-1

Sr.	Category	Manufacturer(s) / Supplier(s) (Country of Origin)	Paints & Varnish	Nippon Paint	ICI Dulux	Techmical Mill billet that is conforimng to the Steel reinforcement has been manufactured from the concrete Steel Mill that the steel reinforcement must provide a certification	Steel Mill billet that is conforimng to the Steel reinforcement has been manufactured from the concrete Steel Mill that the steel reinforcement must provide a certification	Handles	Pistol Stirrups	Millas	Mirror (Looking glass)	Glass for Windows & Ventillators	Best quality locally available as approved by the Engineer	Concrete Pavers	Primercrete	Tuff Pavers	Envicrete	False Ceiling & Panelling	DAMPA Industries	OWA Industries	
1	Brick, Sand, fair face Brick (Gutka) Crushed Stone Aggregate	Source as approved by the "Engineer",				The Contractor must provide a certificate from the Engineer who shall then decide and approve the sample and the manufacturer after consent to submit literature/catalogue/samples etc. of all the items from each of the specified manufacturer to the Employer. Where the item involves any finishes such as paints, external coatings, etc. the Contractor shall erect mock-up samples of the specified manufacturers for the selection and approval of the Engineer.	The responsible party lies with the Contractor for establishing the genuineness of any material/product/item for its make and origin as specified below:	Sr. No.:	Category	Manufacturer(s) / Supplier(s)											
2	Steel Reinforcement																				
3																					
4	Hardware Stays and Handles	I	Pistol Stirrups	III	III																
5	Mirror (Looking glass)																				
6	Glass for Windows & Ventillators																				
7	Concrete Pavers	I	Primercrete	III	III																
8	False Ceiling & Panelling	I	DAMPA Industries	III	III																

## CIVIL WORKS

Sr. No.	Item	Manufacturer(s) / Supplier(s)

The Contractor should note that only material from those manufacturers specified in the list of recommended manufacturers are first priority to be used on this Project. The Contractor shall submit literature/catalogue/samples etc. of all the items from each of the specified manufacturer to the Engineer who shall then decide and approve the sample and the manufacturer after consent to submit the responsible party lies with the Contractor for establishing the genuineness of any material/product/item for its make and origin as specified below:

The responsible party lies with the Contractor for establishing the genuineness of any material/product/item for its make and origin as specified below:

The Contractor shall erect mock-up samples of the specified manufacturers for the selection and approval of the Engineer.

Where the item involves any finishes such as paints, external coatings, etc. the Contractor shall decide and approve the sample and the manufacturer after consent to submit literature/catalogue/samples etc. of all the items from each of the specified manufacturer to the Employer. Where the item involves any finishes such as paints, external coatings, etc. the Contractor shall erect mock-up samples of the specified manufacturers for the selection and approval of the Engineer.

(The manufacturer references provided here below are indicative of minimum quality and specificiations required for such materials. Any other manufacturer items having at least the same quality and specificiations are acceptable subject to the approval of the Employer/Engineer)

## LIST OF RECOMMENDED MANUFACTURERS

PLUMBING WORKS			
Sr. No:	Category	Manufacturer's / Supplier (Country of Origin)	
1	G.I PIPES	I	III Jamaal
2	PIPES AND FITTINGS	I	III Dadex (Polydex)
3	Gate Valves and Sluice	I II III IV	SCON (Pakistan) Kitz (Japan) IMT (Switzerland) TOTO (Japan)
4	UPVC Pipes and Fittings	I	III Beta Dadex
5	RCC Pipes	I	III Nafco, UAE As per Technical specifications and as approved by the Engineer.
6	Fire Extinguishers	I	III SRI, Malaysia
7	Sanitary Fixtures	I	Porta (China)
8	Sanitary Fittings	I II III	Sonex Master Faisal Sanitary
9	Pumps for Water Supply	I II III	KSB (Europe/Pakistan) Grundfos (Europe)

ELECTRICAL WORKS				
Sr.	Category	Manufacturer's / Supplier (Country of Origin)		
11	Fittings in Polyethylene (PE)	I As recommended by the manufacturer.		
10	Polyethylene (PE) Pipes	V BETTA HITECH BBJ Dadek	III IV V	
11	Loyware (European)	IV Tyclo (Europe)	III IV	
12	CI Pipes and Fittings	I Tepu Pipes Master Key Engineering Works KSA & Sons	II III IV	
13	Geyser	I Singier Super Asia Canon	II III IV	
1	Main Panel Boards, Distribution Boards, Telephone Distribution Boards	I South Asian Electrical Concern (Pakistan) Bialal Switchgear Engineering (Pakistan) JEI (Pakistan) PowerTech (Pakistan)	II III IV V	
2	Circuit Breakers MCCBs, MCBs	I Legrand (EU origin) Schneider Electric (EU origin) ABB (EU origin) Terasaki (Japan Origin)	II III IV V	
3	Current Transformers	I Fico (Pakistan) Circutor (Spain) Revaco (Italy) Lovaato (Italy)	II III IV V	
4	Meters ANALOGUE	I Hobut (UK) Revaco (Italy) Seew (Taiwan)	II III IV	
5	Meters DIGITAL	I ENTES (Turkey) Revaco (Italy) SOCOMEC (France)	II III IV	
6	CAM/Switches Selector ASS (Ammeter Selector) VSS (Voltmeter Selector) VS	I Breiter (Italy) Kraus & Naimer (New Zealand) Bremas (Italy)	II III IV	
7	Indication Lamps	I Telemechanique (EU Origin) Maruyasu (Japan)	II III	

	Lovato (Italy)	III	Connectors	I	Onka (Turkey)	I	Termination Blocks/	I	LT/ HT Cables, Singleg	I	Pakistan Cables (Pakistan)	IV.	Fast Cables (Pakistan)	IV.	Core & Multi Core	II	Newage Cables (Pakistan)	III	Pioneer Cables (Pakistan)	III	Cables (Australia)	III	Wiring Accessories	I	Ciposal (By Schneidner Electric (Australia)	III	Legrand (France)	III	Maruyasu (Japan)	II	ON / OFF Push Buttons	III	Fujii (Japan)	III	Dadex (Pakistan)	II	PVC Conduits &	I	Beta (Pakistan)	III	Adamee (Pakistan)	IV.	Fans (Ceiling, Bracket,	I	Lahore (Pakistan)	III	Sigmfy (Philips) (Pakistan/ China)	II	Lighting Fixtures	I	NVC (Pakistan/ China)	III	Electrech (Pakistan)	II	Cable Tray	III	JEI (Pakistan)	IV.	South Asian Electric Concern (Pakistan)	II	PowerTech (Pakistan)	V	GI Poles (Street)	I	Jamal Pipes (Pakistan)	II	Bashir Pipes (Pakistan)	III	Ashraf Industries (Pakistan)	IV.	Lighting	I	Furse (UK)	II	Erico (Germany)	III	Applications Technologies (Spain)	II	Multimode relays and	I	Finder (Italy)	II	Zehra (Germany)	III	Sockets	III	Legrand (EU origin)	I	Legrand (EU origin)	II	Connectors	IV.	ABB (EU origin)	III	ABB (EU origin)	II	Terasaki (Japan Origin)	I
19	Connectors	IV.	Legrand (EU origin)	III	Legrand (EU origin)	II	Schmeidler Electric (EU origin)	II	Legrand (EU origin)	I	Legrand (EU origin)	II	ABB (EU origin)	III	ABB (EU origin)	II	Legrand (EU origin)	II	Connectors	I	Legrand (EU origin)	II	Legrand (EU origin)	III	Legrand (EU origin)	IV.																																																																								
18	Multi mode relays and	III	Zehra (Germany)	II	Finder (Italy)	I	Findor (Italy)	II	Fuji (Japan)	II	Fuji (Japan)	II	Zehra (Germany)	III	Sockets	III	Zehra (Germany)	II	Multi mode relays and	I	Legrand (EU origin)	II	Legrand (EU origin)	III	Legrand (EU origin)	IV.																																																																								
17	Lightning Protection System & Earthing	III	Fuse (UK)	I	Fuse (UK)	II	Erico (Germany)	II	Fuse (UK)	I	Fuse (UK)	II	Erico (Germany)	III	Lightning Protection System & Earthing	III	Fuse (UK)	II	Lightning Protection System & Earthing	I	Applications Technologies (Spain)	II	Lightning Protection System & Earthing	III	Fuse (UK)	II	Lightning Protection System & Earthing	III	Lightning Protection System & Earthing	II	Lightning Protection System & Earthing	I																																																																		
16	GI Poles (Street)	III	Jamal Pipes (Pakistan)	I	Jamal Pipes (Pakistan)	II	Bashir Pipes (Pakistan)	II	Jamal Pipes (Pakistan)	I	Jamal Pipes (Pakistan)	II	Bashir Pipes (Pakistan)	III	GI Poles (Street)	I	Jamal Pipes (Pakistan)	II	GI Poles (Street)	III	Lightning	I	Jamal Pipes (Pakistan)	II	Bashir Pipes (Pakistan)	III	Jamal Pipes (Pakistan)	II	Lightning	I																																																																				
15	Cable Tray	III	JEI (Pakistan)	IV.	JEI (Pakistan)	V	JEI (Pakistan)	IV.	JEI (Pakistan)	III	JEI (Pakistan)	IV.	JEI (Pakistan)	V	Cable Tray	III	JEI (Pakistan)	IV.	Cable Tray	III	Lightning	I	JEI (Pakistan)	II	JEI (Pakistan)	III	JEI (Pakistan)	II	Lightning	I																																																																				
14	Lighting Fixtures	III	NVC (Pakistan/ China)	III	NVC (Pakistan/ China)	III	Pierlite (Pakistan/ China)	II	NVC (Pakistan/ China)	III	Pierlite (Pakistan/ China)	III	Sigmfy (Philips) (Pakistan/ China)	II	Lighting Fixtures	I	Sigmfy (Philips) (Pakistan/ China)	II	Lighting Fixtures	I	Lighting	I	NVC (Pakistan/ China)	III	Pierlite (Pakistan/ China)	II	NVC (Pakistan/ China)	III	Lighting Fixtures	I																																																																				
13	Fans (Ceiling, Bracket, Exhaust)	III	Pak Fan (Pakistan)	III	Pak Fan (Pakistan)	III	Millat (Pakistan)	II	Pak Fan (Pakistan)	III	Millat (Pakistan)	II	Pak Fan (Pakistan)	III	Fans (Ceiling, Bracket, Exhaust)	I	Pak Fan (Pakistan)	III	Fans (Ceiling, Bracket, Exhaust)	I	Lighting	I	Pak Fan (Pakistan)	III	Millat (Pakistan)	II	Pak Fan (Pakistan)	III	Lighting	I																																																																				
12	PVC Conduits & accessories	III	Fujii (Japan)	III	Fujii (Japan)	III	Dadex (Pakistan)	II	Fujii (Japan)	III	Dadex (Pakistan)	II	Beta (Pakistan)	III	PVC Conduits & accessories	I	Beta (Pakistan)	III	PVC Conduits & accessories	I	Lighting	I	Fujii (Japan)	III	Dadex (Pakistan)	II	Fujii (Japan)	III	Lighting	I																																																																				
11	ON / OFF Push Buttons	II	Legrand (France)	II	Legrand (France)	II	Maruayasu (Japan)	I	Legrand (France)	II	Maruayasu (Japan)	I	Maruayasu (Japan)	II	ON / OFF Push Buttons	I	Maruayasu (Japan)	II	ON / OFF Push Buttons	I	Lighting	I	Maruayasu (Japan)	II	Legrand (France)	II	Maruayasu (Japan)	I	ON / OFF Push Buttons	I																																																																				
10	Wiring Accessories (Switches, Sockets)	III	ABB (EU origin)	III	ABB (EU origin)	III	Legrand (France)	II	ABB (EU origin)	III	Legrand (France)	II	ABB (EU origin)	III	Wiring Accessories (Switches, Sockets)	I	ABB (EU origin)	III	Wiring Accessories (Switches, Sockets)	I	Lighting	I	ABB (EU origin)	III	Legrand (France)	II	ABB (EU origin)	III	Wiring Accessories (Switches, Sockets)	I																																																																				
9	LT/ HT Cables, Singleg	II	Pioneer Cables (Pakistan)	III	Pioneer Cables (Pakistan)	III	Newage Cables (Pakistan)	II	Pioneer Cables (Pakistan)	III	Newage Cables (Pakistan)	II	Pioneer Cables (Pakistan)	III	LT/ HT Cables, Singleg	I	Pakistan Cables (Pakistan)	II	LT/ HT Cables, Singleg	I	Lighting	I	Pioneer Cables (Pakistan)	III	Newage Cables (Pakistan)	II	Pioneer Cables (Pakistan)	III	LT/ HT Cables, Singleg	I																																																																				
8	Terminal Blocks/ Connectors	III	Contac Clip (Germany)	III	Contac Clip (Germany)	III	Clima (Spain)	II	Clima (Spain)	III	Clima (Spain)	II	Clima (Spain)	III	Terminal Blocks/ Connectors	I	Clima (Spain)	II	Terminal Blocks/ Connectors	I	Lighting	I	Clima (Spain)	II	Clima (Spain)	II	Clima (Spain)	II	Terminal Blocks/ Connectors	I																																																																				

(55)

Date:

Name:

Authorized Signature and Official Seal:

NOTE: The bidder should note that only equipment/materials from the above approved manufacturers or approved equal shall be allowed to be used on this project provided their products meet the specified requirements. All equipment/material must be supplied from authorized/sole distributors. Manufacturer's authorization certificate in original must be provided.

20	Overload Relays	i iii ii	Zehra (Germany) Fuji (Japan) Hitachi (Japan)	Fischer etc Hilti Spti	iii ii iii	Siemens (EU Origin) Bosch (EU Origin) Notifier by Honeywell (EU Origin)	22	Fire Alarm System	i ii iii	Citispal (Australia) FabTech (EU Origin)	Junction Box/Floor Box	iii ii i	Legrand (EU Origin)	23	Junction Box/Floor Box	iii ii i	Citispal (Australia) FabTech (EU Origin)	Junction Box/Floor Box	iii ii i	Legrand (EU Origin)
21	Fixing Clamps/Hangers	i ii iii	Fischer etc Hilti																	
20	Overload Relays	i iii ii	Zehra (Germany) Fuji (Japan) Hitachi (Japan)	Fischer etc Hilti Spti	iii ii i	Siemens (EU Origin) Bosch (EU Origin) Notifier by Honeywell (EU Origin)	22	Fire Alarm System	i ii iii	Citispal (Australia) FabTech (EU Origin)	Junction Box/Floor Box	iii ii i	Legrand (EU Origin)	23	Junction Box/Floor Box	iii ii i	Citispal (Australia) FabTech (EU Origin)	Junction Box/Floor Box	iii ii i	Legrand (EU Origin)

Criteria	Bidders' to list their certified yearly turnover for last 3 years	Minimum average annual turnover for last 3 years	Ruppes 700 Million, calculated as total certified payments received for contracts in progress or completed, within the last 3 years.
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## 2.

**AVERAGE ANNUAL CONSTRUCTION TURNOVER**

\*Any line of credit indicated for this (tendered) project needs to have been certified by the Bank and the said certificate is enclosed with this Appendix.

Working capital is the difference between current assets and current liabilities and measures the firm's ability to generate cash in the short term."

$[5 \times \text{working capital} + \text{Project specific lines of credit}] - 40\% \text{ of current contract commitments} \geq \text{Bid price}$ .

"The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credits, and other financial means, other than any contractual advance payments, to meet the financial requirements of the contract at least his latest years working capital and line of credits, will be adequate to cover an amount equivalent to his bid price and current work commitments i.e. of at least his latest years working capital and line of credits, will be adequate to cover an amount of his bid. As a minimum the Bidder must show that his resources, in term in the same amount of his bid.

1. **SOUNDNESS AND ACCESS TO FINANCIAL RESOURCES:**

The financial position of the bidder shall be checked as per following details:

### FINANCIAL COMPETENCE AND ACCESS TO FINANCIAL RESOURCES

#### Appendix-N to Bid

Requirement	Bidder to provide specific details	Role
Participation as contractor, management of contracts within the last 10 years, each with a value of at least Rs 400 Million that has been successfully or substantially completed and that are similar to the proposed works. The complexity, methods, technology or other similarity shall be based on the physical size, characteristics as indicated in these Bidding Documents.		

## 2) Contracts of Similar Size and Nature

Requirement	Bidder to provide details	Role
Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 5 years prior to the bid submission deadline.		

## 1) General Construction Experience

PAST PERFORMANCE, CURRENT COMMITMENT, QUALIFICATION AND EXPERIENCE  
 Appendix-O to Bid  
 BO-I

Sr. No.	Name of ongoing project(s)	Name of Employer	Start	Completion	%Age as planned	%Age at actual	Remarks if delays if applicable	Satisfactory performance from employer (Minimum requirement)	
								Date of Progress	Present Commitment
1.									
2.									
3.									
4.									
5.									
6.									

4) Data regarding past performance and present commitment of the Bidders:

No.	Position	Minimum requirement	Total Work experience	No. in the Firm	Projects posted for the other projects	Professional credits	Projects posted for this firm	01	Mechanical
1	B-Sc. Civil	02	02						DAE-Civil
2	DAE-CIVIL	03							
3	B-Sc. Electrical	01							DAE-Electrical
4	DAE-Electrical	02							
5	DAE-Mechanical	01							

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:  
 The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

### 3) Personnel

The evaluation of the personnel shall be carried out as per PEC Engineering Bye Laws 1987 and review his qualification. PC/ minimum requirement of staff required for the contractor's works in hand should be in accordance with the provisions of PEC's works byelaws. For example, subject to the other conditions and limits, a single registered Engineer is given 1 PCP for each year of experience in the construction and operation of engineering works (subject to a minimum of 10 PCs and maximum of 30 PCs). The contractor setup has to meet the minimum PCP requirements all time during the currency of the contract for engineering staff to be deployed/ already deployed.

Category	Average annual value of capital or project value	Largest construction value	Paid up capital or value	Contractor's minimum requirement	Last 3 years work	During last 5 years work	Cost of construction	Average annual value of capital or project value	C-3
					(Million rupees)	(Million rupees)			Up to 100
					(Million rupees)	(Million rupees)			10
					(Million rupees)	(Million rupees)			20
					(Million rupees)	(Million rupees)			5
					(Million rupees)	(Million rupees)			15

Table A:-

Number of projects that a bidder can undertake to construct as per PEC works is aggregate Professional Credit Points (PCPs) authorized for a category of licensee divided by the PCP of construction and capital cost of single project under consideration. For example C-3 category contractor should have a minimum of 15 PCs as per table 'A' below from the Bye Laws/S.R.O. 568(I)/87 at all times and the PCP of individual project costing say 100 million rupees) is 5 calculated on the basis of 1 PCP for every 20 million project cost. It means the contractor can have ongoing projects up to  $3 (15 \div 5)$  number of this size.

#### Appendix-O to Bid

(60)

MOBILIZATION ADVANCE GUARANTEE/BOND  
CONTRACT AGREEMENT  
PERFORMANCE SECURITY  
BID SECURITY

FORMS

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, 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 fulfillment 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.

(3) 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.

(2) that in the event of failure of the successful Bidder to execute the proposed Contract expiry of its validity or upon signing of the Contract Agreement; and

(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 extensions(s) to the Surety is hereby waived;

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:

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

(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.

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

Penal Sum of Security Rupees. \_\_\_\_\_ (Rs. \_\_\_\_\_)

Name of Principal (Bidder) with Address \_\_\_\_\_ (Scheduled Bank in Pakistan)

Name of Surety (Bank) with Address: \_\_\_\_\_ (Date)

Security Executed on \_\_\_\_\_

(Bank Guarantee)

BID SECURITY

Name, Title & Address

---



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2.

Corporate Guarantor (Seal)

Corporate Secretary (Seal)

Title

---

Name

---

Signature

---

WITNESS:

SURETY (Bank)

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 hereunto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

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 defaulded 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.

PROVIDED THAT the Surety shall 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 registered post duly addressed to the Surety at its address given above.

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.

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, covenants, terms and conditions thereof that may be granted by the Employer, without notice to the Quarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Contract and of the said Documents during the original terms of the same, and the Principal (Contractor) shall remain in full force and virtue till all requirements of Clause 49, Effects Liability, of Conditions of Contract are fulfilled.

(Name of Project).

**NOW 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 Bidder and his successors, jointly and severally, firmly by these presents.

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 the

Guaranteee No.	Letter by the Guarantor to the Employer]
Guaranteed on	Expiry date
Guarantor (Bank) with address:	Name of Guarantor (Bank) with address:
(Scheduled Bank in Pakistan)	Name of Principal (Contractor) with address:
Final Sum of Security (express in words and figures)	
Letter of Acceptance No. _____ Dated _____	

FORM OF PERFORMANCE SECURITY  
(Bank Guarantee)

(64)

<p>We, <u>(the Guarantor)</u>, 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 call or argumentum without requiring the Employer to prove or to show grounds of 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 &amp; Account Number.</p> <p>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 defrauded 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.</p> <p>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 hereunto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.</p>	<p>Name _____ _____ _____ <u>Guarantor (Bank)</u></p> <p>Witness: _____ _____ <u>Guarantor (Bank)</u> _____ _____ _____ <u>Signature</u> _____ _____ <u>Name</u> _____ <u>Title</u> _____ <u>Corporate Secretary (Seal)</u> _____ _____ <u>Corporate Secretary (Seal)</u> _____ _____ <u>Name, Title &amp; Address</u> _____ _____ 2. _____</p>
--	---

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 / Clarification as agreed or otherwise, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Contract, viz:
- (a) The Contract Agreement;
  - (b) The Letter of Acceptance;
  - (c) The completed Form of Bid;
  - (d) Special Stipulations (Appendix-A to Bid);
  - (e) The Particular Conditions of Contract - Part II;
  - (f) The General Conditions - Part I;
  - (g) The priced Bill of Quantities (Appendix-D to Bid);
  - (h) The completed Appendices to Bid (B, C, E to O);
  - (i) The Drawings;
  - (j) The Specifications.
  - (k) \_\_\_\_\_ (any other)

3. In consideration of the payments to be made by the Employer to the Contractor as hereinabove 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.

WHEREAS the Employer is desirous that certain Works, viz \_\_\_\_\_ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

WHEREAS the Employer is desirous that certain Works, viz \_\_\_\_\_ should be executed to them in the Conditions of Contract hereinafter referred to,

2. The following documents after incorporating addenda / Clarification as agreed or otherwise, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Contract, viz:

- (a) The Contract Agreement;
- (b) The Letter of Acceptance;
- (c) The completed Form of Bid;
- (d) Special Stipulations (Appendix-A to Bid);
- (e) The Particular Conditions of Contract - Part II;
- (f) The General Conditions - Part I;
- (g) The priced Bill of Quantities (Appendix-D to Bid);
- (h) The completed Appendices to Bid (B, C, E to O);
- (i) The Drawings;
- (j) The Specifications.
- (k) \_\_\_\_\_ (any other)

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the day of \_\_\_\_\_ (month) 20 \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_ (hereafter called the "Employer") of the one part and \_\_\_\_\_ (hereafter called the "Contractor") of the other part.

## FORM OF CONTRACT AGREEMENT

(99)

(Name, Title and Address) \_\_\_\_\_

(Name, Title and Address) \_\_\_\_\_

Witness: \_\_\_\_\_

Signed, Sealed and Delivered in the presence of:

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

Signature of Contractor \_\_\_\_\_

Signature of Employer \_\_\_\_\_

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.

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 advance payment is not fully adjusted.

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

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

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 Employer to the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

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 fulfillment 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.

(Scheduled Bank in Pakistan or Insurance Company acceptable to the Employer)  
hereinafter called the "Guarantor") at the request of the Contractor, has agreed to furnish the said Employer agreeing to make the above advance to the Contractor, and in consideration of the same of his obligations for which the advance payment is made, the Guarantor shall be liable to the said Guarantor.

AND WHEREAS,

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, 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.

With \_\_\_\_\_ (hereinafter called the "Contractor").  
(Particulars of Contract)

WHEREAS \_\_\_\_\_ (hereinafter called the "Employer") has entered into a Contract for

Guarantee No. \_\_\_\_\_ Date \_\_\_\_\_

## Mobilization Advance Guarantee/BOND

(68)

GUARANTOR

MG-2

WITNESS

1. Signature	2. Name	3. Title

Corporate Secretary (Seal)

Name Title & Address

Corporate Guarantor (Seal)

2.

Corporate Secretary (Seal)

Name Title & Address

1.

(69)

e-mail: [hdic.pub@hdic.org](mailto:hdic.pub@hdic.org) - [HDIC.org/book](http://HDIC.org/book)

Switzerland

1000 Lausanne 12

P.O. Box 86

POLY SECRETARIAT

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The use of standard conditions of contract for all civil Works will ensure comprehensiveness of coverage, better balance of rights or obligations between Employer and Contractor, general acceptability of its provisions, and savings in time and cost for bid preparation and review, leading to more economic prices.

The standard text of the General Conditions of Contract chosen must be retained intact to facilitate its reading and interpretation by bidders and its review by the Client. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in and additions to the General Conditions, specific to the contract in hand, should be introduced in the Particular Conditions of Contract.

The FIDIC Conditions of Contract have been prepared for an ad measurement (unit price or unit rate) type of contract, and cannot be used without major modifications for other types of contract such as lump sum, turnkey, or target cost contracts.

Over the years, a number of "model" General Conditions of Contract have evolved. The one used in these Standard Building Documents was prepared by the International Federation of Consulting Engineers (FIDIC) and is commonly known as the FIDIC Conditions of Contract. (The used version is the fourth edition, 1987, repromised in 1992 with further amendments).

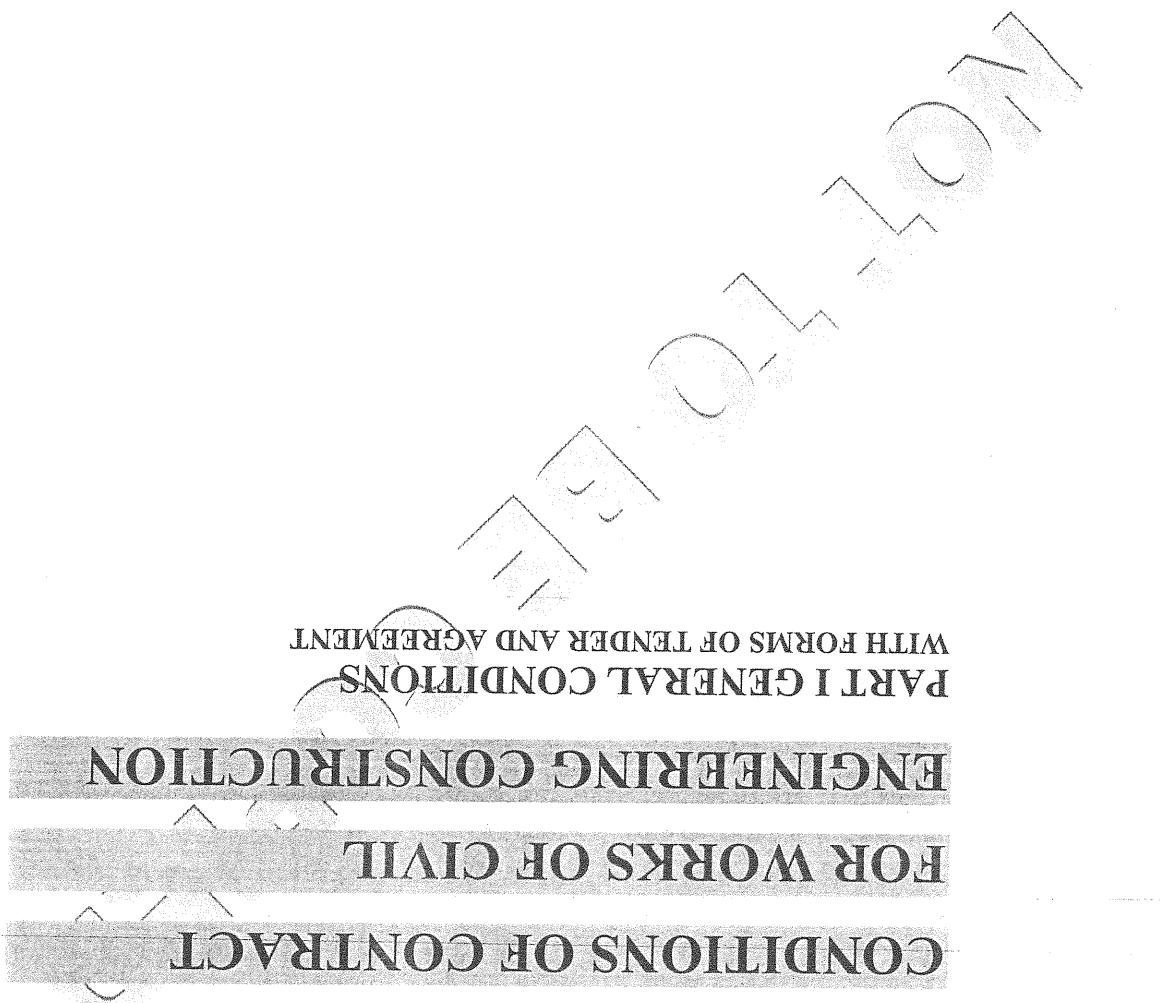
(a) Part I - General Conditions of Contract  
(b) Part II - Particular Conditions of Contract

The Conditions of Contract comprise two parts:

## Notes on the Conditions of Contract

(70)

FOURTH EDITION 1987  
Reprinted 1988 with editorial amendments  
Reprinted in 1992 with further amendments



FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS



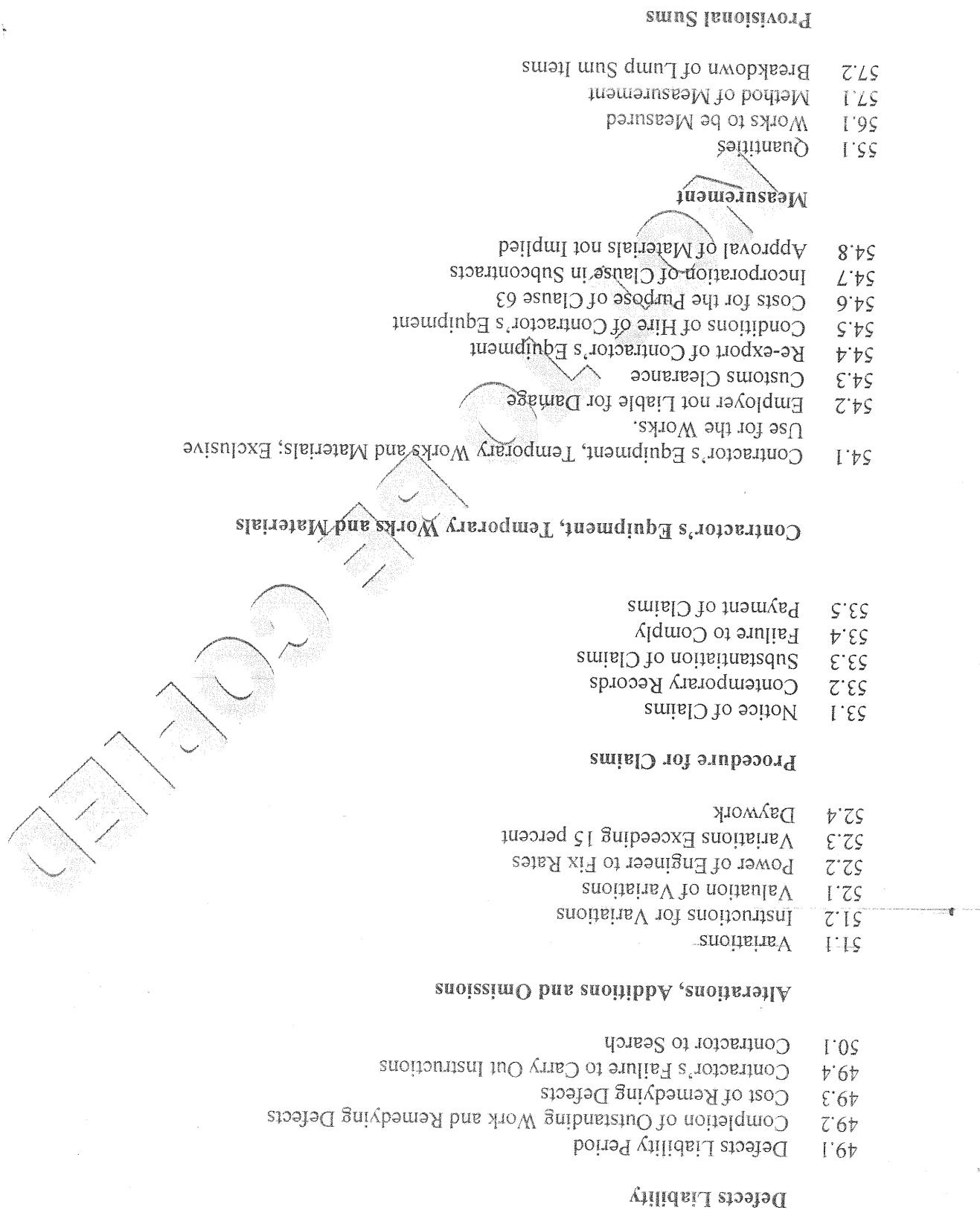
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## PART I: GENERAL CONDITIONS

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- (a) (i) "Employer" means the person named in Part II of these Conditions and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- (ii) "Contractor" means the person whose tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Contractor) any assignee of such person.
- (iii) "Subcontractor" means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Engineer for the purposes of the Contract and named as such in Part II of these Conditions.
- (iv) "Engineer" means the person appointed by the Employer to act as Engineer for the purposes of the Contract and named as such in Part II of these Conditions.
- (v) "Engineer's Representative" means a person appointed from time to time by the Engineer under Sub-Clause 2.2.
- (b) (i) "Contract" means these Conditions (Parts I and II), the Specification, the Drawings, the Bill of Quantities, the Tender, the Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).
- (ii) "Specification" means the specificaton of the Works included in the Contract and any modification thereto or addition thereto made under Clause 51 or submitted by the Contractor and approved by the Contractor and all drawings, calculations, samples, patterns, models, Contract and all drawings, calculations, samples, patterns, models, of a like nature provided by the Engineer to the Contractor under the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:
- (a) (iii) "Drawings" means all drawings, calculations and technical information of a like nature submitted by the Contractor and approved by the Contractor and all drawings, calculations, samples, patterns, models, of a like nature provided by the Engineer to the Contractor under the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

## PART I - GENERAL CONDITIONS

### Definitions and Interpretation

- (i) "Bill of Quantities" means the priced and completed bill of quantities forming part of the Tender.
- (ii) "Tender" means the Contractors' priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.
- (iii) "Letter of Acceptance" means the formal acceptance by the Employer of the Tender.
- (iv) "Contract Agreement" means the contract agreement (if any) referred to in Sub-Clause 9.1.
- (v) "Commenement Date" means the date upon which the Contractor receives the notice to commence issued by the Engineer pursuant to Clause 41.
- (vi) "Appendix to Tender" means the appendix comprised in the form of Tender annexed to these Conditions.
- (vii) "Contract Agreement" means the contract agreement (if any) referred to in Sub-Clause 9.1.
- (viii) "Time for Completion" means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof agreed by the Engineer and the Contractor before the Works of any Section or part thereof as stated in the Contract (or as extended under Clause 44) calculated from the Commencement Date.
- (d) (i) "Tests on Completion" means the tests specified in the Contract or otherwise agreed by the Engineer and the Contractor which are to be made by the Contractor before the Works of any Section or part thereof are taken over by the Employer.
- (ii) "Taking-Over Certificate" means a certificate issued pursuant to Clause 48.
- (e) (i) "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.
- (ii) "Retention Money" means the aggregate of all monies retained by the Employer pursuant to Sub-Clauses 60.2(a).
- (iii) "Interim Payment Certificate" means any certificate of payment issued by the Engineer other than the Final Payment Certificate.
- (iv) "Final Payment Certificate" means the certificate of payment issued by the Engineer pursuant to Sub-Clauses 60.8.
- (v) "Works" means the Permanent Works and the Temporary Works or either of them as appropriate.
- (f) (i) (ii) (iii) (iv) (v) (vi) (vii) (viii)

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

#### 1.4 Singular and Plural

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

#### 1.3 Interpretation

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

#### 1.2 Headings and Marginal Notes

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

"Site" means the places provided by the Employer where the Works are to be executed and any other places as may be specifically designated in the Contract as forming part of the Site.

"Section" means a part of the Works specifically identified in the Contract as a Section.

"Contractor's Equipment" means all appliances and things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works and the materials or other things intended to form or form part of the Permanent Works.

"Plant" means machinery, apparatus and the like intended to form or forming part of the Permanent Works.

"Temporary Works" means all temporary works of every kind (other than Contractors' Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.

"Permanent Works" means the permanent works to be executed (including Plant) in accordance with the Contract.

## Notices, Consents, Approvals, Certificates and Determinations

### **Engineer's Duties and Authority**

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(b) The Engineer may exercise the authority specified in or necessarily to be implied from the Contract, provided, however, that if the Engineer is required, under the terms of his appointment by the Employer, to obtain the specific approval of the Employer before exercising any such authority, particulars of such requirements shall be set out in Part II of these Conditions. Provided further that any requisite approval shall be deemed to have been given by the

c) Except as expressly stated in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract.

2.3

### Engineer's Authority to Delegate

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

2.2

### Engineer's Representative

c) Except as expressly stated in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract.

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

(a) Any failure of the Engineer's Representative to disapprove any work, materials or Plant shall not prejudice the authority of the Engineer to disapprove such work, materials or Plant and to give instructions for the rectification thereof; and

(08)

He shall exercise such discretion impartially within the terms of the Contract and having regard to all the circumstances. Any such decision, opinion, consent expressed or satisfaction, or approval, determination of value or action may be opened up, reviewed or revised as provided in Clause 67.

wherever, under the Contract, the Engineer is required to exercise his discretion by:  
(a) giving his decision, opinion or consent,  
(b) expressing his satisfaction or approval,  
(c) determining value, or  
(d) otherwise taking action which may affect the rights and obligations of the Employer or the Contractor.

#### Engineer to Act Impartially

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

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

## Instructions in Writing

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

Appointment of Assistants

(6) If the Contractor questions any communication of the Engineers  
representative he may refer the matter to the Engineer who shall confirm,  
reverse or vary the contents of such communication.

### Assignment of Contract

#### Assignment and Subcontracting

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

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

#### 4.1 Subcontracting

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

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

(a) the provision of labour,

(b) the purchase of materials which are in accordance with the standards specified in the Contract,

(c) the subcontracting of any part of the Works for which the Subcontractor is named in the Contract.

#### 4.2

### Assignment of Subcontractors' Obligations

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

The Contractor shall supply to the Engineer four copies of all Drawings, Specification and other documents submitted by the Contractor and approved by the Engineer in accordance with Clause 7, together with a reproducible copy of any material which cannot be reproduced to an equal standard by photocopying. In addition the Contractor shall supply such further copies of such Drawings, under the Contract.

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

## 6.1 Custody and Supply of Drawings and Documents

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

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

## 5.2 Priority of Contract Documents

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

There is stated in Part II of these Conditions:

## 5.1 Language/s and Law

### Contract Documents

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

7.1

### **Supplementary Drawings and Instructions**

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

6.5

### **Failure by Contractor to Submit Drawings**

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

6.4

### **Delay and Cost of Delay of Drawings**

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

6.3

### **Disruption of Progress**

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

6.2

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

Specification and other documents as the Engineer may request in writing for the use of the Employer, who shall pay the cost thereof.

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

## 8.2

Site Operations and Methods of Construction

The Contractor shall, with due care and diligence, design (to the extent provided for by the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, material, Plant, Contractors' Equipment and all other things, whether of a temporary or permanent nature, required in and for such work, whether or not the same is specified in or is reasonably to be inferred from the Contract, for providing the same is specified in or is reasonably to be inferred from the design, execution, completion and remedying of any defects, so far as the necessity for such other things, whether of a temporary or permanent nature, required in and for such work, is concerned, the Contractor shall not be liable to the Employer for any defect in the work, or for any cost arising out of any defect in the work, if the Contractor has given notice to the Employer of the defect within 28 days of the date when the Contractor first became aware of the defect.

## 8.1

Contractor's General Responsibilities

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

## 7.3

Responsibility Unaffected by Approval

(b) operation and maintenance manuals together with drawings of the Permanent Works as completed, in sufficient detail to enable the Employer to operate, maintain, dismantle, reassemble and adjust the Permanent Works incorporated in the design. The Works shall not be considered to be completed for the purposes of taking over in accordance with Clause 48 until such drawings have been submitted to and approved by the Engineer.

(a) such drawings, specifications, calculations and other information as shall be necessary to satisfy the Engineer as to the suitability and adequacy of that design, and

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

## 7.2

Permanent Works Designed by Contractor

(86)

(b) the hydrological and climatic conditions,

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

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

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

### Inspection of Site

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

10.3

### Claims under Performance Security

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

10.2

### Period of Validity of Performance Security

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

10.1

### Performance Security

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

9.1

### Contract Agreement

complete the Works and remedy any defects therein in strict accordance with the Unless it is legally or physically impossible, the Contractor shall execute and

### 13.1 Work to be in Accordance with Contract

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

(b) the amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price,

(a) any extension of time to which the Contractor is entitled under Clause 44, and

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

12.2 Not Foreseeable Physical Obstructions or Conditions

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

### 12.1 Sufficiency of Tender

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

(d) the means of access to the Site and the accommodation he may require, and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Tender.

(c) the extent and nature of work and materials necessary for the execution and completion of the Works and the remedying of any defects therein, and

(88)

If approval of the representative is withdrawn by the Engineer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him

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

15.1

### Contractor's Supervintendence

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

14.4

### Contractor not Relieved of Duties or Responsibilities

The Contractor shall, within the time stated in Part II of these Conditions after the date of the Letter of Acceptance, provide to the Engineer for his information a detailed cash flow estimate, in quarterly periods, of all payments to which the Contractor will be entitled under the Contract and the Contractor shall subsequently supply revised cash flow estimates at quarterly intervals, if required to do so by the Engineer.

14.3

### Cash Flow Estimate to be Submitted

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

14.2

### Revised Programme

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

14.1

### Programme to be Submitted

Contract to the satisfaction of the Engineer. The Contractor shall comply with and adhere strictly to the Engineer's instructions on any matter, whether mentioned in the Contract or not, touching or concerning the Works. The Contractor shall take instructions only from the Engineer (or his delegate).

(48)

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

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

The Contractor shall be responsible for:

#### 17.1 Setting-out

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

#### 16.2 Engineer at Liberty to Object

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

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

#### 16.1 Contractor's Employees

as hereinafter mentioned, after receiving notice of such withdrawal, remove the Works in any capacity and shall replace him by another representative approved by the Engineer.

(90)

The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the date of

### 20.1 Care of Works

If under Clause 31 the Employer shall employ other contractors on the Site he shall require them to have the same regard for safety and avoidance of danger.

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

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

### 19.2 Employer's Responsibilities

If under Clause 31 the Employer shall carry out work on the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

- (c) take all reasonable steps to protect the environment on and off the Site and to result in conveniently of the public or others, and

(b) provide and maintain at his own cost all lights, guards, fences, fencings, warning signs and markings, when and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and

- (a) have full regard for the safety of all persons entitled to be upon the Site and

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

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

of Quantities.

unless an item or a Provisional Sum in respect of such work is included in the Bill, requirement shall be the subject of an instruction in accordance with Clause 51, Contractor to make boreholes or to carry out exploratory excavation, such

If, at any time during the execution of the Works, the Engineer requires the

### 18.1 Boreholes and Exploratory Excavation

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

(91)

- assembly or nuclear component thereof,  
toxic explosive, or other hazardous properties of any explosive nuclear  
or from any nuclear waste from the combustion of nuclear fuel, radio-active  
(c) ionising radiations, or contamination by radio-activity from any nuclear fuel,  
(b) rebellion, revolution, insurrection, or usurped power, or civil war,

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign  
enemies,

The Employer's risks are:  
**Employer's Risks**

20.4

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

20.3

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

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

20.2

**Responsibility to Rectify Loss or Damage**

(b) the Contractor shall take full responsibility for the care of any outstanding  
Works and materials and plant for incorporation therein which he undertakes  
to finish during the Defects Liability Period until such outstanding Works  
have been completed pursuant to Clause 49.

(a) if the Engineer issues a Taking-Over Certificate for any Section or part of the  
Permanent Works the Contractor shall cease to be liable for the care of that  
Section or part from the date of issue of the Taking-Over Certificate, when the  
responsibility for the care of that Section or part shall pass to the Employer,  
and

issue of the Taking-Over Certificate for the whole of the Works, when the  
responsibility for the said care shall pass to the Employer. Provided that:

- 21.1 Insurance of Works and Contractor's Equipment**
- (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- (e) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractor and arising from the conduct of the Works.
- (f) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract.
- (g) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible.
- (h) any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.
- 21.2 Scope of Cover**
- (a) the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.
- (b) an additional sum of 15 per cent of such replacement cost, or as may be specified in Part II of these Conditions, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, and
- (c) the Contractor's Equipment and other things brought onto the Site by the Contractor, for losses brought onto the Site by the names of the Contractor and the Employer and shall cover:
- The insurance in paragraphs (a) and (b) of Sub-Clause 21.1 shall be in the joint names of the Contractor and the Employer and shall cover:
- (a) the Employer and the Contractor against all loss or damage from whatsoever cause arising, other than as provided in Sub-Clause 21.4, from the start of work at the Site until the date of issue of the relevant Taking-Over Certificate in respect of the Works or any Section or part thereof as the case may be, and
- (b) during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Periods, and
- (c) the Contractor for his liability:

(93)

- (a) the permanent use or occupation of land by the Works, or any part thereof,  
(b) the right of the Employer to execute the Works, or any part thereof, on, over,  
under, is or through any land,

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

## 22.2 Exceptions

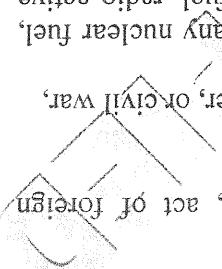
22.2.1  
the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relation thereto, subject to the exceptions defined in Sub-Clause which may arise out of or in consequence of the execution and completion of

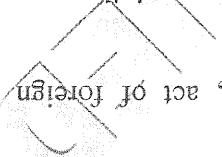
- (a) death of or injury to any person, or  
(b) loss of or damage to any property (other than the Works),

22.1  
The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

22.1  
Damage to Persons and Property  
  
(d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

(c) ionising, radiations, or contamination by radio-activity from any nuclear fuel, radioactive waste from the combustion of nuclear fuel, radio-active assembly or nuclear component thereof, or toxic explosive or other hazardous properties of any explosive nuclear

(b) rebellion, revolution, insurrection, or military or usurped power, or civil war,  


(a) war, hostilities (where war be declared or not), invasion, act of foreign enemies,  


21.4  
There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by:

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

## 21.3 Responsibility for Amounts not Recovered

(ii) for loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 49 and 50.

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

### Accident or Injury to Workmen

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

24.1

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

7.67

### Minimum Amount of Insurance

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

23.1

Third Party Insurance (including Employer's Property)

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

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#### Incentives by Employee

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

(c) damage to property which is the unavoidable result of the execution and completion of the Works, or the remedying of any defects therein, in accordance with the Contract, and

(95)

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

#### 25.4 Compliance with Policy Conditions

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

#### 25.3 Remedy on Contractor's Failure to Insure

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

#### 25.2 Adequacy of Insurances

The Contractor shall provide evidence such evidence and such policies to the Employer. When providing such evidence and such policies to the Employer, the Contractor shall notify the Engineer of so doing. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall effect all insurances for which he is responsible within 84 days of the Commencement Date, provide the insurance policies to the Employer, within 84 days of the Commencement Date, provide the insurance policies to the Subcontractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, satisfied if the Subcontractor shall have insured against the Sub-Clauses shall be provided that, in respect of any persons employed by any Subcontractor, the Contractor's obligations to insure as aforesaid under the Sub-Clauses shall be during the whole of the time that any persons are employed by him on the Works.

#### 25.1 Evidence and Terms of Insurances

The Contractor shall provide evidence to the Employer prior to the start of work at the Site that the insurances required under the Contract have been effected and shall, within 84 days of the Commencement Date, provide the insurance policies to the Subcontractor shall have insured against the liability in respect of current premium.

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

#### 24.2 Insurance Against Accident to Workmen

(96)

The Contractor shall save harmless and indemnify the Employer from and against whatsoever loss or damage resulting from any claim or proceeding for damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.

28.1

**Patent Rights**

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

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

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

27.1

**Fossils**

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

- (b) the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works,

- (a) any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and

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

26.1

**Compliance with Statutes, Regulations**

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 Employer shall pay all claims arising solely out of such damage.

### 30.2 Transport of Contractor's Equipment or Temporary Works

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

### 30.1 Avoidance of Damage to Roads

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

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

(a) the convenience of the public, or

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

### 29.1 Interference with Traffic and Adjacent Properties

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

### 28.2 Royalties

(86)

(a) make available to any other contractor, or to the Employer or any such authority, any roads or ways for the maintenance of which the Contractor is responsible,

31.2

#### Facilities for Other Contractors

(c) the workmen of any duly constituted authorities who may be employed in the execution or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works.

(b) the workmen of the Employer, and

(a) any other contractors employed by the Employer and their workmen;

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

11

#### Opportunities for Other Contractors

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

30.4

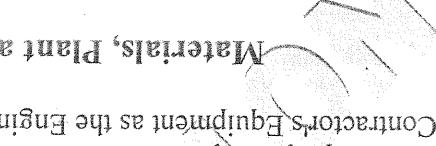
Employer, as soon as he becomes aware of such damage or as soon as he receives materials or Plant, the Contractor shall notify the Engineer to the road any claim from the authority entitled to make such claim. Where under any law or regulation the haulier of such materials or Plant is required to indemnify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

(99)

All materials, Plant and workmanship shall be:

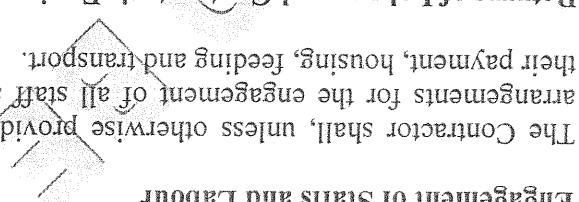
36.1

 Quality of Materials, Plant and Workmanship

 Materials, Plant and Workmanship

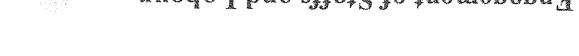
The Contractor shall, if required by the Engineer, deliver to the Engineer a return showing the staff and the numbers of the several classes of labour from time employed by the Contractor on the Site and such information respecting Contractors' Equipment as the Engineer may require.

35.1

 Returns of Labour and Contractor's Equipment

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

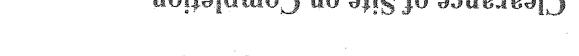
34.1

 Engagement of Staffs and Labour

 Labour

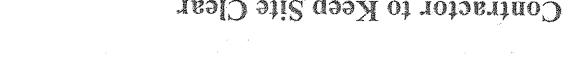
Upon the issue of any Taking-Over Certificate the Contractor shall clear away and remove from that part of the Site to which such Taking-Over Certificate relates all unnecessary equipment, surplus materials, rubbish and temporary Works of every kind, and leave such part of the Site and Works clean and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

33.1

 Clearance of Site on Completion

During the execution of the Works the Contractor shall keep the Site reasonably free from all unnecessary obstructions and shall store or dispose of any Contractors' equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or temporary Works no longer required.

32.1

 Contractor to Keep Site Clear

The Engineer shall determine an addition to the Contract Price in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.

(c) provide any other service of whatsoever nature for any such,

(b) permit the use, by any such, of temporary Works or Contractors' Equipment on the Site, or

(100)

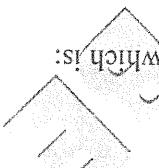
shows the materials, Plant or workmanship not to be in accordance with the provisions of the Contract to the satisfaction of the Engineer, then the cost of such test shall be borne by the Contractor, but in any other case Sub-Clause 36.5 shall apply.

(c) (through so intended or provided for) required by the Engineer to be carried out at any place other than the Site or the place of manufacture, fabrication or preparation of the materials or Plant tested,

(b) (in the cases above mentioned) not so particularised, or

(a) not intended by or provided for,

If any test required by the Engineer which is:



Cost of Tests not Provided for

36.4

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

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



The cost of making any test shall be borne by the Contractor if such test is therefore clearly intended by or provided for in the Contract.

Cost of Tests

36.3

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

Cost of Samples

36.2

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

(b) subjected from time to time to such tests as the Engineer may require at the place of manufacture, fabrication or preparation, or on the Site or at such other places as may be specified in the Contract, or at all or any of such places.

(a) of the respective kinds described in the Contract and in accordance with the Engineer's instructions, and

11. at the time and place agreed in accordance with Sub-Clause 37.3, the materials or Plant are not ready for inspection or testing or if, as a result of the inspection or testing referred to in this Clause, the Engineer determines that the materials or Plant are defective or otherwise not in accordance with the Contract, he may reject the materials or Plant or otherwise notify the Contractor thereof.

37.4 Rejection

The Contractor shall agree with the Engineer on the time and place for the inspection or testing of any materials or Plant as provided in the Contract. The Engineer shall give the Contractor not less than 24 hours notice of his intention to carry out the inspection or to attend the tests. If the Engineer, or his duly authorised representative, does not attend on the date agreed, the Contractor may, unless otherwise instructed by the Engineer, proceed with the tests, which shall be deemed to have been made in the presence of the Engineer. The Contractor shall forthwith forward to the Engineer duly certified copies of the tests readings. If the Engineer has not attended the tests, he shall accept the said readings as accurate.

37.3 Dates for Inspection and Testing

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

372

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

371 Inspection of Operations

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

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

Where, pursuant to Sub-Clause 36.A, this Sub-Clause applies the Engineer shall, after due consultation with the Employer and the Contractor, determine:

296

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

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

### **Removal of Improper Work, Materials or Plant**

39.1

#### Uncovering and Making Openings

38.2

No part of the works shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any such part of the Works which is about to be covered up or put out of view and to examine foundations before any part of the Works is placed thereon. The Contractor shall give notice to the Engineer whenever any such part of the Works or foundations is or are ready for examination and the Engineer shall, without unreasonable delay, attend for the examination and the Contractor advises the Engineer that it is unnecessary and advisable to do so, the Contractor may proceed with the examination and the Engineer shall not be liable for any damage caused by the examination.

#### **Examination of Work before Covering up**

186

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

Independent Inspection

375

with the Contractor, if the Engineer so requests, the tests of rejected materials or Plant shall be made or repeated under the same terms and conditions. All costs incurred by the Employer by the repetition of the test shall after due consultation with the Employer by the Contractor, be determined by the Engineer and shall be recoverable from the Employer and the Contractor, be deducted by the Engineer and shall be monies due or to become due to the Contractor and may be deducted from any monies due or to become due to the Employer and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

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

#### Engineer's Determination following Suspension

402

- (a) otherwise provided for in the Contract,

(b) necessary by reason of some default of or breach of contract by the Contractor  
or for which he is responsible,

(c) necessary by reason of climatic conditions of the Site, or

(d) necessary for the proper execution of the Works or for the safety of the Works  
or any part thereof to the extent that such necessity arises from any act  
or default by the Engineer or the Employer or from any of the risks defined in  
Sub-Clause 20.4), Sub-Clause 40.2 shall apply.

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

Suspension of Work

40.

## Suspension

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

#### Detail of Contractor in Compilance

766

is not, in the opinion of the Engineer, in accordance with the Contract.

- (b) the substitution of proper and suitable materials or Plant, and  
(c) the removal and proper re-execution, notwithstanding any previous test thereof  
or interim payment therefore, of any work which, in respect of  
(i) materials, Plant or workmanship, or  
(ii) design by the Contractor or for which he is responsible.

(c) so much of the Site, and

and, subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer will, with the Engineer's notice to commence the

(b) the order in which such portions shall be made available to the Contractor,

(a) the extent of portions of the Site of which the Contractor is to be given possession from time to time,

#### Possession of Site and Access Thereto

The Contractor shall commence the Works as soon as is reasonably possible after

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

#### Commencement of Works

##### Commencement and Delays

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

#### Suspension lasting more than 84 Days

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

(b) the amount, which shall be added to the Contract Price, in respect of the cost incurred by the Contractor by reason of such suspension,

(a) any extension of time to which the Contractor is entitled under Clause 44, and

#### 42.1

#### Possession of Site and Access Thereto

The Contractor shall commence the Works as soon as is reasonably possible after

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

#### Commencement of Works

##### Commencement and Delays

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

#### 41.1

#### Commencement of Works

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

- (d) any delay, impediment or prevention by the Employer, or
- (e) exceptionally adverse climatic conditions,
- (b) any cause of delay referred to in these Conditions,
- (a) the amount or nature of extra or additional work,
- In the event of:
- Extension of Time for Completion**
- The whole of the Works and, if applicable, any Section required to be completed within a particular time as stated in the Appendix to Tender, shall be completed, in accordance with the provisions of Clause 48, within the time stated in the Appendix to Tender for the whole of the Works or the Section (as the case may be), calculated from the Commencement Date, or such extended time as may be allowed under Clause 44.

44.1

- Time for Completion**
- The Contractor shall bear all costs and charges for special or temporary works required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.
- Rights of Way and Facilities**
- and shall notify the Contractor accordingly, with a copy to the Employer.
- (b) the amount of such costs, which shall be added to the Contract Price,
- (a) any extension of time to which the Contractor is entitled under Clause 44, and

42.3

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

- The Employer will, from time to time as the Works proceed, give to the Contractor notice to the Engineer with a copy to the Employer, make Clause 14, if any, and otherwise in accordance with such reasonable proposals as the Contractor shall, by notice to the Engineer with such reasonable proposals as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme referred to in Clause 14, if any, and otherwise in accordance with the programme provided by the Employer as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme referred to in Clause 14, if any, and otherwise in accordance with such programme or proposals, as the case may be.
- Failure to Give Possession**

42.2

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

## 45.1

~~Restriction on Working Hours~~

Engineering. shall result in a decrease of any extension of time already determined by the Contractor of the determination, with a copy to the Employer. No final review after due consultation with the Employer and the Contractor and shall notify the Engineer regarding all such cases the Engineer shall make his determination review all the circumstances and shall determine an overall extension of time in extension of time and, on receipt of the final particulars, the Engineer shall particulars, the Engineer shall, without undue delay, make an interim determination of effects resulting from the event. On receipt of such interim extension of time or not more than 28 days and final particulars within 28 days of the end of the period referred to in Sub-Clause 44.2(b), he shall nevertheless be entitled to an interim extension of time provided that he has submitted to the Engineer interim particulars at intervals of not more than 28 days and final particulars within 28 days referred to in Sub-Clause 44.2(b), he shall nevertheless be entitled to an extension of time to which he may consider himself entitled in order to submit such notification to the Employer, and that such submission may be investigated at the time.

## 44.3

## Interim Determination of Extension

(b) within 28 days or such other reasonable time as may be agreed by the Engineer, after such notification submitted to the Engineer detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

(a) within 28 days after such event has first arisen notified the Engineer with a copy to the Employer, and

## 44.2

## Contractor to Provide Notification and Detailed Particulars

Provided that the Engineer is not bound to make any determination unless the Contractor has such extension and shall notify the Contractor accordingly, with a copy to the Employer.

(e) other special circumstances which may occur, other than through a default of or breach of contract by the Contractor or for which he is responsible,

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, too slow to comply with the Time for Completion, the Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. The Contractor shall not be entitled to any additional payment for Completion. 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 Clause, involve the Employer in additional supervision costs, such cost shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Contractor shall notify the Contractor accordingly, with a copy to the Employer.

47.1

### Liquidated Damages for Delay

If the Contractor fails to comply with the Time for Completion in accordance with Clause 48, for the whole of the Works or, if applicable, any Section within the relevant time prescribed by Clause 43, then the Contractor shall pay to the Employer the relevant sum stated in the Appraisal to Tender as liquidated damages for such default and not as a penalty (which sum shall be the only monies due from the Contractor for such default) for every day or part of a day which shall elapse between the relevant Time for Completion and the date stated in a Taking-Over Certificate for such default) for the whole of the relevant Section, subject to the application of the relevant Clause or the relevant Section, whichever is earlier, and the date stated in a Taking-Over Certificate for such default) for every day or part of a day which shall elapse from any monies due or to become due to the Contractor. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment of such monies to the Contractor shall not affect the liability of the Contractor to the Employer for any damage or loss suffered by the Employer in consequence of the Contractor's failure to complete the Work in accordance with the Contract.

46.1

### Rate of Progress

~~If the Contractor fails to comply with the Time for Completion in accordance with Clause 48, for the whole of the Works or, if applicable, any Section within the relevant time prescribed by Clause 43, then the Contractor shall pay to the Employer the relevant sum stated in the Appraisal to Tender as liquidated damages for such default and not as a penalty (which sum shall be the only monies due from the Contractor for such default) for every day or part of a day which shall elapse between the relevant Time for Completion and the date stated in a Taking-Over Certificate for such default) for the whole of the relevant Section, subject to the application of the relevant Clause or the relevant Section, whichever is earlier, and the date stated in a Taking-Over Certificate for such default) for every day or part of a day which shall elapse from any monies due or to become due to the Contractor. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment of such monies to the Contractor shall not affect the liability of the Contractor to the Employer for any damage or loss suffered by the Employer in consequence of the Contractor's failure to complete the Work in accordance with the Contract.~~

47.2

### Reduction of Liquidated Damages

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

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

## 48.3

## Substantial Completion of Parts

(c) any part of the Permanent Works which the Employer has elected to occupy or use prior to completion of the Permanent Works which has been both completed for in the Contract or has not been agreed by the Contractor as a temporary measure).

(b) any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer and, otherwise than as provided for in the Contract, occupied or used by the Employer, or

(a) any Section in respect of which a separate Time for Completion is provided in the Appendix to Tender,

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

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

## 48.2

## Taking-Over of Sections or Parts

## 48.1 Taking-Over Certificate

48.4

#### Surfaces Requiring Reinforcement

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

49.1

#### Defects Liability Period

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

(a) the date of completion of the Works certified by the Engineer in accordance with Clause 48, or

(b) in the event of more than one certificate having issued by the Engineer under Clause 48, the respective dates so certified,

49.2

#### Completion of Outstanding Work and Remediying Defects

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

(a) complete the work, if any, outstanding on the date stated in the Taking-Over Certificate as soon as practicable after such date, and

(b) execute all such work of amendment, reconstruction, and remedying defects, shrinkages or other faults as the Engineer may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration, instruct the Contractor to execute.

49.3

#### Cost of Remediying Defects

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

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

(109)

### Contractor to Search

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

If, in the opinion of the Engineer, such necessity is due to any other cause, he shall notify the Contractor accordingly, with a copy to the Employer.

### Contractor's Failure to Carry Out Instructions

### Variations

The Engineer shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any work carried out in searching as aforesaid shall be borne by the Contractor and the cost of such remedy such defect, shrinkage or other fault at his own cost in accordance with the provisions of Clause 49.

### Alterations, Additions and Omissions

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

### Works or

Provided that if the nature or amount of any varied work relative to the nature or amount of the whole of the Works or to any part thereof, is such that, in the opinion of the Engineer, the rate or price contained in the Contract for any item of the Works is, by reason of such varied work, rendered inappropriate or inappropriate, then, after due consultation by the Engineer with the Contractor, a suitable rate or price shall be agreed upon between the Employer and the Contractor, with a copy to the Engineer.

Provided that if the nature or amount of any varied work relative to the nature or amount of the whole of the Works or to any part thereof, is such that, in the opinion of the Engineer, the rate or price as is, in his opinion, appropriate and shall notify the Contractor rate of price as is, in the event of disengagement of the Contractor, a suitable rate or price shall be agreed upon between the Employer and the Contractor, with a copy to the Engineer.

Provided that if the nature or amount of any varied work relative to the nature or amount of the whole of the Works or to any part thereof, is such that, in the opinion of the Engineer, the rate or price as is, in his opinion, appropriate and shall notify the Contractor rate of price as is, in the event of disengagement of the Contractor, a suitable rate or price shall be agreed upon between the Employer and the Contractor, with a copy to the Engineer.

Provided that if the nature or amount of any varied work relative to the nature or amount of the whole of the Works or to any part thereof, is such that, in the opinion of the Engineer, the rate or price as is, in his opinion, appropriate and shall notify the Contractor rate of price as is, in the event of disengagement of the Contractor, a suitable rate or price shall be agreed upon between the Employer and the Contractor, with a copy to the Engineer.

Provided that if the nature or amount of any varied work relative to the nature or amount of the whole of the Works or to any part thereof, is such that, in the opinion of the Engineer, the rate or price as is, in his opinion, appropriate and shall notify the Contractor rate of price as is, in the event of disengagement of the Contractor, a suitable rate or price shall be agreed upon between the Employer and the Contractor, with a copy to the Engineer.

## 52.2

~~Power of Engineer to Fix Rates~~

Provided that if the nature or amount of any varied work relative to the nature or amount of the whole of the Works or to any part thereof, is such that, in the opinion of the Engineer, the rate or price as is, in his opinion, appropriate and shall notify the Contractor rate of price as is, in the event of disengagement of the Contractor, a suitable rate or price shall be agreed upon between the Employer and the Contractor, with a copy to the Engineer.

Provided that if the nature or amount of any varied work relative to the nature or amount of the whole of the Works or to any part thereof, is such that, in the opinion of the Engineer, the rate or price as is, in his opinion, appropriate and shall notify the Contractor rate of price as is, in the event of disengagement of the Contractor, a suitable rate or price shall be agreed upon between the Employer and the Contractor, with a copy to the Engineer.

Provided that if the nature or amount of any varied work relative to the nature or amount of the whole of the Works or to any part thereof, is such that, in the opinion of the Engineer, the rate or price as is, in his opinion, appropriate and shall notify the Contractor rate of price as is, in the event of disengagement of the Contractor, a suitable rate or price shall be agreed upon between the Employer and the Contractor, with a copy to the Engineer.

Provided that if the nature or amount of any varied work relative to the nature or amount of the whole of the Works or to any part thereof, is such that, in the opinion of the Engineer, the rate or price as is, in his opinion, appropriate and shall notify the Contractor rate of price as is, in the event of disengagement of the Contractor, a suitable rate or price shall be agreed upon between the Employer and the Contractor, with a copy to the Engineer.

Provided that if the nature or amount of any varied work relative to the nature or amount of the whole of the Works or to any part thereof, is such that, in the opinion of the Engineer, the rate or price as is, in his opinion, appropriate and shall notify the Contractor rate of price as is, in the event of disengagement of the Contractor, a suitable rate or price shall be agreed upon between the Employer and the Contractor, with a copy to the Engineer.

Provided that if the nature or amount of any varied work relative to the nature or amount of the whole of the Works or to any part thereof, is such that, in the opinion of the Engineer, the rate or price as is, in his opinion, appropriate and shall notify the Contractor rate of price as is, in the event of disengagement of the Contractor, a suitable rate or price shall be agreed upon between the Employer and the Contractor, with a copy to the Engineer.

## 52.1

~~Valuation of Variations~~

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

## 51.2

~~Instructions for Variations~~

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

(f) change any specified sequence or timing of construction of any part of the Works.

In respect of such of the Works executed on a daywork basis, the Contractor shall during the continuance of such work, deliver each day to the Engineer an exact list in duplicate of the names, occupation and time of all workers employed on such work and a statement, also in duplicate, showing the description and quantity of all

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

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

52.4 Daywork

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

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

Variations Exceeding 15 per cent

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

Provided also that no varied work instructed to be done by the Engineer pursuant to Clause 51 shall be valued under Sub-Clause 52,1 or under this Sub-Clause unless, within 14 days of the date of such instruction and, other than in the case of omitted work, before the commencement of the varied work, notice shall have been given either:

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

Substantiation of Claims

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Upon the happening of the event referred to in Sub-Clause 53.1, the Contractor shall keep such contemporaneous records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Employer's liability, the Engineer shall, on receipt of a notice under Sub-Clause 53.1, inspect such contemporaneous records and may inspect the Contractor's office or premises at any time for the purpose of verifying the information contained in the records.

Contemporary Records

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

Notice of Claims

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## **Procedure for Claims**

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

Materials and Contractors Equipment used thereon or thereto before than  
Contractor's Equipment which is included in the percentage addition in accordance  
with such daywork schedule. One copy of each list and statement will, if correct,  
or when agreed, be signed by the Engineer and returned to the Contractor.

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

## 54.3

## Customs Clearance

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

## 54.2

## Employer not Liable for Damage

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

## 54.1

## Contractor's Equipment, Temporary Works and Materials

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

## 53.5

## Payment of Claims

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

## 53.4

## Failure to Comply

Engineer so to do, copy to the Employer all accounts sent to the Engineer pursuant to this Sub-Clause.

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54.8

Approval of Materials not Impaired

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

54.7

Incorporation of Clause in Subcontracts

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

54.6

Costs for the Purpose of Clause 63

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

54.5

Conditions of Hire of Contractor's Equipment

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

54.4

Re-export of Contractor's Equipment

### 55.1 Quantities

#### Measurement

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

### 56.1 Works to be Measured

The Engineer shall, except as otherwise stated, ascertain and determine by measurement the value of the Works in accordance with the Contract and the Contractor shall be paid that value in accordance with Clause 60. The Engineer shall, when he requires any part of the Works to be measured, give reasonable notice to the Contractors authorised agent, who shall:

- (a) forthcoming attend or send a qualified representative to assist the Engineer in making such measurement, and

- (b) supply all particulars required by the Engineer.

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

57.1 Method of Measurement

57.2 Breakdown of Lump Sum Items

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

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

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

59.1

### **Definition of "Nominated Subcontractors"**

#### **Nominated Subcontractors**

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

58.3

### **Production of Vouchers**

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

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

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

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

58.2

### **Use of Provisional Sums**

#### **Definition of "Provisional Sum"**

#### **Provisional Sums**

## Nominated Subcontractors; Objectives to Nominated

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

(a) that in respect of the work, goods, materials, Plant or services the subject of the subcontract, the nominated Subcontractor will undertake towards the Contractor such obligations and liabilities as will enable the Contractor to discharge his own obligations and liabilities towards the Employer under the terms of the Contract and will save him from all claims, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any negligence by the nominated Subcontractor, his agents, workmen and servants and from any misuse by him or them of any temporary Works provided by the Contractor for the purposes of the Contract and from all claims as aforesaid.

## Design Requirements to be Expressly Stated

(b) that the nominated Subcontractor will save him from all claims, damages and expenses whatsoever arising out of or in connection with any negligence by the nominated Subcontractor, his agents, workmen and servants and from any misuse by him or them of any temporary Works provided by the Contractor for the purposes of the Contract and from all claims as aforesaid.

## 59.4 Payments to Nominated Subcontractors

If in connection with any Provisional Sum the services to be provided include any matter of design or specification of any part of the Permanent Works or of any Plant to be incorporated therein, such requirement shall be expressly stated in the Contract and shall be included in any nominated Subcontract. The nominated Subcontract shall specify that the nominated Subcontractor providing such services will save him from all claims, damages, costs, charges and expenses whatsoever arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities.

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

- the actual price paid or due to be paid by the Contractor, on the instructions of the Engineer, and in accordance with the subcontract;
- in respect of labour supplied by the Contractor, the sum, if any, entered in the Bill of Quantities or, if instructed by the Engineer pursuant to paragraph (a) of Sub-Clause 58.2, as may be determined in accordance with Clause 52; and
- in respect of all other charges and profit, a sum being a percentage rate of the Bill of Quantities for a rate to be set against the relevant Provisional Sum, at actual price paid or due to be paid calculated, where provision has been made in the Bill of Quantities for all other charges and profit, a sum being a percentage rate of the Bill of Quantities for a rate to be set against the relevant Provisional Sum, at

(c) in respect of all other charges and profit, a sum being a percentage rate of the Bill of Quantities for a rate to be set against the relevant Provisional Sum, at actual price paid or due to be paid calculated, where provision has been made in the Bill of Quantities for all other charges and profit, a sum being a percentage rate of the Bill of Quantities for a rate to be set against the relevant Provisional Sum, at

## Monthly Statements

### Certificates and Payment

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

provided that, where the Engineer has certified and the Employer has paid direct as aforesaid, the Engineer shall in issuing any further certificate in favour of the Contractor, deduct from the amount thereof the amount so paid, direct as aforesaid, but shall not withhold or delay the issue of the certificate unless it is issued under the terms of the Contract.

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

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

If the Contractor fails to supply such proof then, unless the Contractor, or such nominated Subcontractor have been paid or discharged by the Contractor, previous certificates in respect of the work or goods, materials, plant or services previously contracted for proof that all payments, less retentions, included in nominated Subcontractor, the Engineer shall be entitled to demand from the Contractor reasonable proof that all services supplied by any respect of work done or goods, materials, plant or services supplied in respect of quantities for such purpose.

Before issuing, under Clause 60 any certificate, which includes any payment in Bill of Quantities for such purpose.

the rate inserted by the Contractor against that item or, where no such provision has been made, at the rate inserted by the Contractor in the Appendix to Tender and repeated where provision for such is made in a special item provided in the Bill of Quantities for such purpose.

### Certification of Payments to Nominated Subcontractors

(b) any other items in the Bill of Quantities including those for Contractors' Equipment, Temporary Works, dayworks and the like,

## 60.3

### Payment of Retention Money

- Notwithstanding the terms of this Clause or any other Clause of the Contract no amount will be certified by the Engineer for payment until the performance security, if required under the Contract, has been provided by the Contractor and approved by the Employer.
- (a) Upon the issue of the Taking-Over Certificate with respect to the whole of the Works, one half of the Retention Money, or upon the issue of a Taking-Over Certificate with respect to a Section or part of the Permanent Works only such proportion thereof as the Engineer determines having regard to the relative value of such Section or part of the Permanent Works, shall be certified by the Engineer for payment to the Contractor.
- (b) Upon the expiration of the Defects Liability Period for the Works the other half of the Retention Money shall be certified by the Engineer for payment to the Contractor. Provided that, in the event of different Defects Liability Periods having become applicable to different Sections or parts of the Permanent Works

## 60.2

### Monthly Payments

- The Engineer shall, within 28 days of receiving such statement, certify to the Employer the amount of payment which he considers due and payable in respect thereof, subject to the following:
- (a) firstly, to the retention of the account calculated by applying the Percentage of Retention stated in the Appendix to Tender, and
- (b) secondly, to the deduction, other than pursuant to Clause 47, of any sums which may have become due and payable by the Contractor to the Employer.

- (c) the percentage of the invoice value of listed materials, all as stated in the Appendix to Tender, and Plant delivered by the Contractor on the Site for incorporation in the Permanent Works but not incorporated in such Works,
- (d) adjustments under Clause 70, and
- (e) any other sum to which the Contractor may be entitled under the Contract or otherwise.

(121)

II the Engineer disagrees with or cannot verify any part of the draft Final Statement, the Contractor shall submit such further information as the Engineer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the

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

Not later than 36 days after the issue of the Effects Liability Certificate pursuant to Sub-Clause 62.1, the Contractor shall submit to the Engineer for consideration a draft final statement with supporting documents showing in detail, in the form approved by the Engineer:

Final Statement

9:09

- (b) any further sums which the Contractor considers to be due, and

(c) an estimate of amounts which the Contractor considers will become due to him under the Contract.

(a) the final value of all work done in accordance with the Contract up to the date stated in such Taking-Over Certificate,

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

### **Statement at Completion**

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

### Correction of Certificates

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pursumat to Clause 48, the expression of the "Effects Liability Period" shall, for the purposes of this Sub-Clause, be deemed to mean the expiration of the latest of such periods. Provided also that if at such time, there shall remain to be executed by the Contractor any work instructed, pursuant to Clause 49 and 50, in respect of the Works, the Engineer shall be entitled to withhold certification until completion of such work or so much of the balance of the Retention Money as shall, in the opinion of the Engineer, represent the cost of the work remaining to be executed.

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other term of the Contract shall, subject to Clause 47, be paid by the Employer to the Contractor within 28 days after such Interim Payment Certificate has been delivered to the Employer, or, in the case of the Final Payment Certificate referred to in Sub-Clause 60.8,

60.10

**Time for Payment**

Contractor shall have included a claim in respect thereof in his Final Statement and (except in respect of matters arising after the issue of the Works) in the Taking-over Certificate in respect of the Works, unless the Contractor out of or in connection with the Contract or execution of the Works, arising out of or in connection with the Contractor for any matter or thing arising out of or in connection with the Contractor for any matter or thing arising from the Contractor to the Employer as the case may be.

60.9

**Cessation of Employer's Liability**

(b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled other than under Clause 47, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.

(a) the amount which, in the opinion of the Engineer, is finally due under the Contract or otherwise, and

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

60.8

**Final Payment Certificate**

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

60.7

**Discharge**

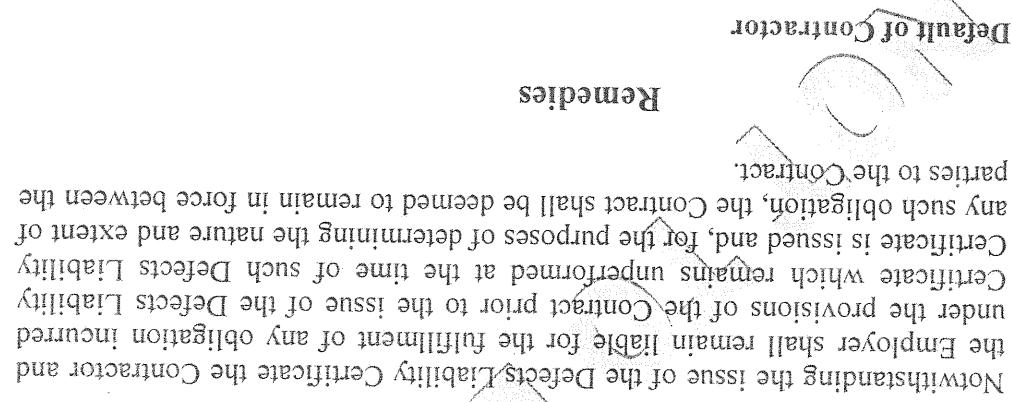
If, following discussions between the Engineer and the Contractor and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Engineer shall deliver to the Employer an Interim Payment Certificate for those parts of the draft final statement,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

Engineer the final statement as agreed (for the purposes of these Conditions referred to as the "Final Statement").

(123)

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

1.63



62.2

The Contract shall have been signed by the Engineer and delivered to the Employer, with a copy to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction. The Effects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the Effects Liability Period, or, if different defects liability periods shall become applicable to different Sections or parts of the Permanent Works, the expiration of the latest such period, or as soon thereafter as any works instigated, pursuant to Clause 49 and 50, have been completed to the satisfaction of the Engineer. Provided that the issue of the Effects Liability Certificate shall not be a condition precedent to payment to the Contractor of the second portion of the Retention Money in accordance with the conditions set out in Sub-Clause 60.3.

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

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Within 30 days, after such Final Payment Certificate has been delivered to the Employer, in the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor interest at the rate stated in the Appendix to Tender upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69 or otherwise.

**Valuation at Date of Termination**

- (e) has contravened Sub-Clause 4.1,
- The Engineer shall, as soon as may be practicable after any such entry and termination by the Employer, fix and determine the Works or parts of them which have been done by him under the Contract, and of work then actually done by him under the Contract, and of work then actually earned by or would reasonably accrue to the Contractor in respect of such amount (if any) had, at the time of such entry and termination, been
- (b) the value of any of the said unused or partially used materials, any Contractors Equipment and any Temporary Works.

(d) despite previous warning from the Engineer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract, or

(c) has failed to comply with a notice issued pursuant to Sub-Clause 39.1 within 28 days after having received it

(i) to commence the Works in accordance with Sub-Clause 41.1, receiving notice pursuant to Sub-Clause 46.1,  
(ii) to proceed with the Works, or any Section thereof, within 28 days after

(b) without reasonable excuse has failed

(a) has repudiated the Contract, or

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

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

No Liability for Special Risks

Special Risks

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

Urgent Remedial Work

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

## Assignment of Benefit of Agreement

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

#### Payment after Termination

159

64.

63.4

600

Save to the extent that the Contractor is entitled to payment under any other provision of the Contract, the Employer shall repay to the Contractor any costs of the execution of the Work (other than such as may be attributable to the cost of reconstructing work condemned under the provisions of Clause 39 prior to the commencement of the Work) (other than such as may be attributable to the cost of reconstruction of the Work) (other than such as may be attributable to the cost of or otherwise to the provisions in this Clause hereinafter contained in regard to

#### Increased Costs arising from Special Risks

559

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

Projektile, Missile

65.4

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

(a) rectifying any such destruction or damage to the Works, and  
 (b) replacing or rectifying such materials or Contractors' Equipment.

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

#### Damage to Works by Special Risks

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

The Special Risks are:

Special Risks

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(a) destruction of or damage to the Works, save to work condemned under the provisions of Clause 39 prior to the occurrence of any of the said special risks,

(b) destruction of or damage to property, whether of the Employer or third parties, or

(c) injury or loss of life.

### Payment if Contract Terminated

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

### Removal of Contractor's Equipment on Termination

If, during the currency of the Contract, there is an outbreak of war, whether war notice being given by the Employer shall be entitled, at any time after such outbreak of war, to terminate the Contract by giving notice to the Contractor and, upon such notice being given, the Contractor shall give notice to the Employer and Clause 67, terminate, but without prejudice to the rights of either party in respect of any amendment brought thereto.

### Outbreak of War

outbreak of war, but the Contractor shall, as soon as any such cost comes to his knowledge, forthwith notify the Engineer thereof. The Engineer shall, after due consultation with the Employer and the Contractor, determine the amount of the Contractor's costs in respect thereof which shall be added to the Contract Price and shall notify the Contractor accordingly, with a copy to the Employer.

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

67.1

**Engineer's Decision****Settlement of Disputes**

provisions of Clause 65.

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

66.1

**Payment in Event of Release from Performance****Release from Performance**

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

(f) the reasonable cost of preparation of all the Contractor's staff and workmen employed on or in connection with the Works at the time of such termination.

(e) such proportion of the cost as may be reasonable, taking into account payments made or to be made for work executed, of removal of Contractor's Equipment under Sub-Clause 65.7 and, if required by the Contractor, return thereof to the Contractor's main plant yard in his country of registration or to other destination, at no greater cost; and

(d) any additional sum payable under the provisions of Sub-Clauses 65.3 and 65.5;

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

Clauses 67.2,

67.3

Any dispute in respect of which:

 Arbitration

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

67.2

Amicable Settlement

If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the seventeenth day after the day on which notice of intention to commence arbitration was given, the parties shall attempt to settle such dispute amicably before the day on which notice of intention to commence arbitration is given.

Sub-Clause 67.4, no arbitration in respect thereof may be commenced unless notice to the other party, with a copy for information to the Engineer, is given the day on which the said period of 84 days expired, as the case may be, after which he received notice of such decision, or on or before the seventeenth day after the day on which the said period of 84 days expired, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to arbitration. Such notice shall be given after the eight-fourth day on which he received notice of his decision or the Contractor may, on or before the seventeenth day after the day on which he received notice of his decision, if either the Employer or the Contractor be dissatisfied with any decision of the

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

provided, in an amicable settlement or an arbitral award.

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

state that it is made pursuant to this Clause.

notice of his decision to the Employer and the Contractor. Such decision shall

(130)

68.3

~~Change of Address~~

Any notice to be given to the Employer or to the Engineer under the terms of the Contract shall be sent by post, cable, telex or facsimile transmission to or left at the respective addresses nominated for that purpose in Part II of these Conditions.

68.2

~~Notice to Employer and Engineer~~

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

68.1

~~Notice to Contractor~~

~~Notices~~

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

67.4

~~Failure to Comply with Engineer's Decision~~

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

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

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

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

(131)

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

69.4

#### ~~Contractor's Entitlement to Suspend Work~~

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

69.3

#### ~~Payment on Termination~~

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

69.2

#### ~~Removal of Contractor's Equipment~~

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

(d) giving notice to the Contractor that for economic reasons it is impossible for him to continue to meet his contractual obligations,

(e) becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a reconstruction or amalgamation, or

(b) interfering with or obstructing or refusing any required approval to the issue of any such certificate,

(a) failing to pay to the Contractor the amount due under any certificate of the Engineer within 28 days after the expiry of the time stated in Sub-Clause 60.10 within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract,

69.1

#### ~~Default of Employer~~

In the event of the Employer:

#### ~~Default of Employer~~

11. After the date for the latest date for submission of tenders for the Contract, the Government or authorized agency of the Government of the country in which the Works are being or are to be executed imposes currency restrictions and/or transfer of currency restrictions in relation to the currency or currencies in

## Currency and Rates of Exchange

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

### Subsequent Legislation

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

### Increase or Decrease of Cost

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

## **Resumption of Work**

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

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

II the Contractor suspends work or reduces the rate of work in accordance with the provisions of this Sub-Clause and thereby suffers delay or incurs costs the Engmeer shall, after due consultation with the Employer and the Contractor, determine:

**REFERENCE TO PART II**

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

72.3

**Currencies of Payment for Provisional Sums**

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

72.2

**Currency Proportions**

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

72.1

**Rates of Exchange**

Which the Contract Price is to be paid, the Employer shall reimburse any loss or damage to the Contractor arising therefore, without prejudice to the right of the Contractor to exercise any other rights or remedies to which he is entitled in such event.

Claims	Access to Site	Access to Works, Engineer	Access, Contractor to Satisfy Himself	Accident or Injury to Workmen - Insurance Against Accidents, Contractor to Satisfy Himself	Accident or Injury to Workmen - Liability for Address, Change of	Adelquacy of Insurance	Agreement	Alterations, Additions and Omissions	Ambiguities in Contract Documents	Appointment of Assistants to Engineer	Approval by the Engineer	Approval Only by Defects Liability Certificate	Assignment of Contract	Cash Flow Estimate to be Submitted	Certificate, Final	Certificate and Payment, Monthly Statements	Certificates, Correction of	Certificate, Taking-Over	Cessation of Employment's Liability	Change of Address, Notice of	Claims, Contemporaneous Records	Claims, Payment of	Claims, Substantiation of	Claims Under Performance Security	Clearance of Site on Completion	Completion of Works	Completion of Works, Time for	Completion, Statement at	Compliance with Insurance Policy Conditions	25.4									
42.1	37.1	42.1	11.1	24.2	24.1	68.3	51&52	9.1	25.2	2.4	7.3	54.8	61.1	3.1	30.1	55.1	18.1	57.2	20.1	14.3	60.8	60.1	60.4	48.1	48.1	48.2	60.9	68.3	53.2	53.1	53.5	53.3	10.3	33.1	41.1	43.1	44.1	60.5	25.4
42.1	37.1	42.1	11.1	24.2	24.1	68.3	51&52	9.1	25.2	2.4	7.3	54.8	61.1	3.1	30.1	55.1	18.1	57.2	20.1	14.3	60.8	60.1	60.4	48.1	48.1	48.2	60.9	68.3	53.2	53.1	53.5	53.3	10.3	33.1	41.1	43.1	44.1	60.5	25.4
42.1	37.1	42.1	11.1	24.2	24.1	68.3	51&52	9.1	25.2	2.4	7.3	54.8	61.1	3.1	30.1	55.1	18.1	57.2	20.1	14.3	60.8	60.1	60.4	48.1	48.1	48.2	60.9	68.3	53.2	53.1	53.5	53.3	10.3	33.1	41.1	43.1	44.1	60.5	25.4

## PART I GENERAL CONDITIONS

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## PART I GENERAL CONDITIONS

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## PART II - PARTICULAR CONDITIONS OF CONTRACT

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“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.

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

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

The following paragraph is added:

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

(b) (v) The following is added at the end of the paragraph:

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

The following paragraph is added:

(a) (iv) The Engineer is National Engineering Services Pakistan (Pvt) Limited (NESPAK) represented by an Engineer nominated by Managing Director NESPAK.

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

The Employer may from time to time delegate the Employer's representative any of the duties and authorities vested by the Employer and he may at any time revoke such delegation.

“Employer's Representative” is Project Coordinator, Hazara University, Mansehra or any other person/firm/authority appointed by and responsible to the Employer and shall carry out such duties and exercise such authority as may be delegated to him by the Employer.

Hazara University, Mansehra

(a) (ii) The Employer is

## 1.1 Definitions

**PART II - PARTICULAR CONDITIONS OF CONTRACT**  
**Mandatory Provisions not to be Amended / Substituted except as instructed by PEC**

\* (ii) In the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without revoking the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with the Engineer's bill of costs.

- The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

  - (i) Certifying additional cost determined under Sub-Clause 12.2 "Not foreseeable Physical Obstructions or Conditions";
  - (ii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.
  - (iii) Any action under Clause 40 "Suspension".
  - (iv) Any action under Clause 44 "Extension of Time for Completion".
  - (v) Issuance of "Taking Over Certificate" under Clause 48.
  - (vi) Issuing a Variation Order under Clause 51, except:
    - a) in an emergency\* situation, as stated here below, or
    - b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.  - (vii) Fixing rates or prices under Clause 52.
  - (viii) Extra payment as a result of Contractor's claims under Clause 53.
  - (ix) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".
  - (x) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.
  - (xi) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

With reference to Sub-Clause 2 (b) the following provisions shall also apply:

With reference to Sub-Clause 2 (b), the following provisions shall also apply:  
The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses. The Employer may further vary according to need of the project:

In case of discrepancies between drawings, those of larger scale shall govern unless

- (1) The Contract Agreement (if completed);
  - (2) The Letter of Acceptance;
  - (3) The Completed Form of Bid;
  - (4) Special stipulations (Appendix-A to Bid);
  - (5) The Particular Conditions of Contract - Part II;
  - (6) The General Conditions - Part I;
  - (7) The priced Bill of Quantities (Appendix-D to Bid);
  - (8) The completed Bill of Quantities (Appendix-B, C, E to L);
  - (9) The Drawings;
  - (10) The Specifications; and
  - (11) (any other).
- The documents listed at (1) to (6) of the Sub-Clauses are deleted and substituted with the following:

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

## 5.2 Priority of Contract Documents

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

## 5.1 Language(s) and Law

"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."

## 2.8 Replacement of the Engineer

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.

## 2.7 Engineer Not Liable

The following Sub-Clauses 2.7 and 2.8 are added:

Add the following paragraph:  
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).

## 2.2 Engineer's Representative

Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

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.

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

The following Sub-Clause 10.4 is added:

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

"The Contractor shall provide Performance Security valid till the end of Defect Liability Period, to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished in favour of the Project Coordinator, Hazzara University, Manshera by the Contractor within 14 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 be in the form of bank guarantee from any Scheduled Bank in Pakistan.

The text is deleted and substituted with the following:

#### 10.1 Performance Security

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform with the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

#### 6.7 As-Built 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-Clauses of the Contract. The Contractor shall furnish to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clauses 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.

#### 6.6 Shop Drawings

The following Sub-Clauses 6.6 and 6.7 are added

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.

- (1) A Construction Schedule indicating the monthly progress in percentage;
- (2) Description of all work carried out since the last report;
- (3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
- (4) Monthly summary of daily job record;

Reports covering:

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 detailing:

- (1) Execution of Works;
- (2) Labour Employment;
- (3) Local Material Procurement;
- (4) Material Imports, if any; and
- (5) Other details as required by the Engineer.

a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed programme for the following:

#### 14.5 Detailed Programme and Monthly Progress Report

The following Sub-Clauses 14.5 is added:

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

#### 14.3 Cash Flow Estimate to be Submitted

a) The program should be computerized and drawn-up on the critical path method. Progress reporting by the Contractor should be supported, on a monthly basis with an analysis of the progress including a statement on items, which are or are to become critical to the progress of work, along with the proposal on how the Contractor intends to alleviate the situation. Program should include complete sequence of activities.

The time schedule may be adjusted from time to time but the Contractual completion date shall remain unchanged in accordance with the bid documents unless extensions of time are approved in accordance with the Contract.

The text is deleted and substituted with the following:

The Contractor shall prepare and submit the programme to the Engineer with in fourteen (14) days of the receipt of Letter of Acceptance for approval of the Employer. The programme shall, in such form and detail as the Engineer shall reasonably prescribe, for the execution of the Works. The information a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the works. This program shall identify and highlight those activities which are on the critical path.

Contractor shall whenever required by the Engineer, also provide in writing for his proposals to adopt a general description of the arrangements and methods which the Contractor information a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the works. This program shall identify and highlight those activities which are on the critical path.

#### 14.1 Programme to be Submitted

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 further 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.

### 19.3 Safety Precautions

The following Sub-Clauses 19.3 and 19.4 are added:

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

### 16.4 Employment of Local Personnel

A reasonable proportion of the Contractor's supervising staff shall have a working knowledge of the English language. If the Contractor's supervising 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.

### 16.3 Language Ability of Supervising Staff of Contractor

The following Sub-Clauses 16.3 and 16.4 are added:

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.

The Contractor's authorised representative shall register themselves with the Pakistan Engineering Council.

### 15.3 Contractor's Representative

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

### 15.2 Language Ability of Contractor's Representative

The following Sub-Clauses 15.2 and 15.3 are added:

(c) During the period of the Contract, the Contractor shall keep a daily record of the work progresses, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

(5) Photographs to illustrate progress; and  
 (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.

- (a) insofar as they directly affect the execution of the Works in Pakistan;
- (b) delete the text and substitute with the following:
- The Employer's risks are:
- (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.

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.

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

#### 20.4 Employer's Risks

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

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

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 so established, the Contractor is engaged are similar.

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

The following Sub-Clauses 34.2 to 34.12 are added:

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.

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

The following Sub-Clause 31.3 is added:

Costs of such insurances shall be borne by the Contractor.

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 approved insurance companies having AA rating from PACRA/JCR. List of such insurance companies can be checked from the SEC website <http://www.sec.gov.pk/CreditRatingCompanies.asp>

### **25.5 Insurance Company**

The following Sub-Clause 25.5 is added:

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).

The text is deleted and substituted with the following:

### **21.4 Exclusions**

(Employer may vary this Sub-Clause 21.1 (b))

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

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

#### 34.10 Festivals and Religious Customs

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.

#### 34.9 Arms and Ammunition

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.

#### 34.8 Alcoholic Liquor or Drugs

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

#### 34.7 Supply of Water

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 overcomimg the same.

#### 34.6 Epidemics

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.

#### 34.5 Health and Safety

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 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 houses provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

#### 34.4 Housing for Labour

The following Sub-Clause 47.3 is added:

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.

The text is deleted and substituted with the following:

#### 41.1 Commencement of Works

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 shall be of required standard.

#### 36.6 Use of Pakistani Materials and Services

The following Sub-Clause 36.6 is added:

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.

#### 35.3 Reporting of Accidents

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.

#### 35.2 Records of Safety and Health

Delete the Sub-Clause in its entirety

#### 34.12 Compliance by Subcontractors

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

#### 34.11 Disorderly Conduct

### 47.3 Interim Liquidated Damages

If the Contractor is found to be lagging behind the required rate of progress as per approved program of works as per clause 14.1 for consecutive 45 Days, and Interim Liquidated Damages shall be deducted @ 0.05% per day delay up to a maximum of 5% of Contract Price. In case the Contractor makes up the progress as per approved schedule, this interim liquidated damages shall be reimbursed.

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special stipulations".

### 52.1 Valuation of Variations

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

### 51.2 Instructions for Variations

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

### 48.2 Taking Over of Sections or Parts

If the Contractor is found to be lagging behind the required rate of progress as per approved program of works as per clause 14.1 for consecutive 45 Days, and Interim Liquidated Damages shall be deducted @ 0.05% per day delay up to a maximum of 5% of Contract Price. In case the Contractor makes up the progress as per approved schedule, this interim liquidated damages shall be reimbursed.

### 52.3 Variations Exceeding 15 per cent

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.

Delete the text "in excess of 15 per cent" in the second line of third paragraph and replace with the text "in excess of 25 per cent".  
Delete the text "in excess of 15 per cent" in the second line of the third paragraph and add the following at the end, before the full stop:

### 54.3 Customs Clearance

This Sub-Clause is deleted in its entirety.

### 53.4 Failure to Comply

"but shall not be liable to the Contractor for any loss resulting from clearance being delayed or refused."

### 54.5 Conditions of Hire of Contractors Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer in writing the name of hired Contractor's Equipment, forthwith notify the Engineer in relation to any item

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 28 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 28 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; The following Sub-Clause 60.11 is added:

### 60.10 Time for Payment

"Provided further that no amount under Monthly Statement will be certified by the Engineer for payment until the Contractor has submitted all acceptable insurance policies under Clause 21, 22, 23 & 24 of Condition of Contract and has also submitted and got approved by the Engineer, Programme of Works in accordance with Sub-Clause 14.1, 14.2 and 14.3 of Conditions of Contract."

602 Monthly Payments

"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (C) the words "the Appendix to Tender" are deleted and substituted with the words "Sub-Cause 60.11 (a)(6) hereof".

(In case Clause 60.11 is applicable)

## 60.1 Monthly Statements

Delete Clause 59 in its entirety.

39. Nominated Subcontractors

The following Sub-Clauses 59 is added:

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.

(c) has failed to comply with a notice issued pursuant to Sub-Clause 37.4 or an instruction issued pursuant to Sub-Clause 39.1 within 14 days after having received it

- (ii) to commence the Works in accordance with Sub-Clause 41.1, to proceed with the Works, or any Section thereof, within 14 days after receiving notice pursuant to Sub-Clause 46.1.

(b) without reasonable excuse has failed

(a) has repudiated the Contract, or

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

### 63.1 Default of Contractor

This Advance shall be recovered in equal instalments; first instalment at the expiry of third month after the date of payment of first part of Advance and the last instalment two months before the date of completion of the Works as per Clause 43 hereof.

(2) Second part within 42 days from the date of payment of the first part,  
subject to the satisfaction of the Engineer as to the state of mobilization  
of the Contractor.

(I) First part within 14 days after signing of the Contract Agreement or date of receipt of Engineer's Notice to Commence, whichever is earlier, and

In the Letter of Acceptance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor in two equal parts upon submission by the Contractor to the Employer of a Mobilization Advance for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan:

00.11 Financial Assistance to Contractor

The place of arbitration shall be Hazara University, Manshera.

The following paragraph is added:

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

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

### 67.3 Arbitration

(a) (v).

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

The text is deleted and substituted with the following:

### 65.2 Special Risks

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 Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

the Contractor's Equipment, Temporary Works and materials as he or they may think proper.  
and the rights and authorities conferred on the Employer or the Engineer by the Contract, and  
the Contractor from any of his obligations or liabilities under the Contract, or affecting  
and the Works and terminate the employment of the Contractor without thereby releasing  
then the Employer may, after giving 14 days' notice to the Contractor, enter upon the Site  
the Contract, or  
persistently or flagrantly neglecting to comply with any of his obligations under

(e) has contravened Sub-Clause 4.1,

(d) despite previous warning from the Engineer, in writing, is otherwise

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.

(a) Other Changes in Cost

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.

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

70.1 Increase or Decrease of Cost

Fax: 051-2820144  
Phone: 051-2874018, 2874031  
National Engineering Services of Pakistan (Pvt) Ltd, NESPAK,  
NESPAK House, 3rd Floor, Sector G-5/2, Islamabad.

(b) The Engineer:

Hazarra University Manshera  
Office of Project Director,  
Address:  
Project Coordinator,  
Employee's Representative:  
Hazarra University Manshera  
Dhudial Manshera  
Hazarra University,  
Dhudial Manshera

(c) The Employer:

For the purposes of this Sub-Clause, the respective address are:

68.2 Notice to Employer and Engineer

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.

The following paragraph is added:

68.3 Notice to Contractor

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 which a particular monthly statement is received. 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.

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

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 Weights and Source of Indices if different than those given in Appendix-C to Bid, which shall be subject to approval by the Engineer.

#### (e) Sources of Indices and Weights

$L_0$ ,  $M_0$ ,  $E_0$ , 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).

$L_n$ ,  $M_n$ ,  $E_n$ , 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

$b$ ,  $c$ ,  $d$ , etc., are weights 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;

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

$P_n$  is a price adjustment factor to be applied to the amount for the payment of 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;

Where:

$$P_n = A + b \frac{L_n}{L_0} + c \frac{M_n}{M_0} + d \frac{E_n}{E_0} + \dots$$

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

#### (b) Adjustment Formula

- 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-Para (a) and be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.
- (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.
- (b) terminate the Contract; and
- (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;

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:

#### 74.1 Integrity Pact

and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

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.

#### 73.1 Payment of Income Tax

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

- 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 inappropriate 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.

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 after the expiry of such extension of time.

#### (i) Weightages

#### (e) Adjustment after Completion

The Contractor shall meet at least the minimum requirements for Environmental Management as per the guidelines of Pakistan Environmental Protection Agency or as directed by the Engineer, in respect of safety, security and protection of the environment.

#### **80.1 Protection of The Environment**

The Engineer may require the contractor to attend a management meeting in order to review the arrangement for future work. The Engineer shall record the business of management meeting and supply copies of the record to those attending the meeting and to the Employer. In the record, responsibilities of any actions to be taken shall be in accordance with the Contract.

#### **79.1 Management Meetings**

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.

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

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 fulfillment 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 of the constitution of the joint venture shall not be altered without the prior consent of the Employer.

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

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.

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

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

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

The Contractor shall be responsible for ensuring that all subcontractor's and Contractor Personnel also understand and operate in accordance with the requirements mentioned hereinabove.

Alcoholic Liquor or Drugs	34.8	Arbitration	67.3	Arms and Ammunition	34.9	As-Built Drawings	6.7	Bonus for Early Completion of Works	47.3	Cash Flow Estimate to be Submitted	14.3	Commissionment of Works	41.1	Compliance by Sub-Contractors	34.12	Conditions of Hire of Contractor's Equipment	54.5	Contractor's Representative	15.3	Co-operation with Other Contractors	31.3	Customs Clearance	54.3	Customs Duty and Taxes	73.2	Default of Contractor	63.1	Definitions	1.1	Detailed Programme and Monthly Progress Report	14.5	Details to be Confidential	78.1	Disorderly Conduct	34.11	Employer's Risks	20.4	Employment of Local Personnel	16.4	Employment of Persons in the Service of Others	34.3	Engineer Not Liable	2.7	Engineer's Duties and Authority	2.1	Epidemics	34.6	Exclusions	21.4	Failure to Comply	53.4	Festivals and Religious Customs	34.10	Financial Assistance to Contractor	60.11	Health and Safety	34.5	Housing for Labour	34.4	Increase or Decrease of Cost	70.1	Instructions for Works and Contractors' Equipment	51.2	Insurance Company	25.5	Integrity Pact	74.1	Joint and Several Liability	77.1	Language Ability of Contractor's Representative	15.2	Language(s) and Law	5.1	Liability of Contractor	76.1
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19.4	Lighting Work at Night	Management Meetings	Monthly Payments	Monthly Statements	Notice to Contractor	Notice to Employer and Engineer	Payment of Income Tax	Programme to be Submitted	Protection of the Environment	Records of Safety and Health	Reporting of Accidents	Safety Precautions	Shop Drawings	Special Risks	Supply of Water	Taking Over of Sections or Parts	Termination of Contract for Employer's Convenience	Time for Payment	Use of Pakistani Materials and Services	Valuation of Variations	
79.1																					
60.2																					
60.1																					
68.1																					
68.2																					
73.1																					
10.1	Performance Security	Performance of Contract Documents	Rates of Wages and Conditions of Labour	Records of Safety and Health	Replacement of the Engineer	Report of Accidents	Safety Precautions	Shop Drawings	Special Risks	Supply of Water	Taking Over of Parts	Termination of Contract for Employer's Convenience	Time for Payment	Use of Pakistani Materials and Services	Valuation of Variations						
10.4																					
14.1																					
2.8																					
35.2																					
35.3																					
19.3																					
6.6																					
65.2																					
34.7																					
48.2																					
75.1																					
60.10																					
36.6																					
52.1																					

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**SPECIAL PROVISIONS  
SPECIFICATIONS**

If the Contractor, at any time and for any reason, wishes to deviate from the above standards or desires to use material or equipment not covered by the above standards, he shall state the exact nature of the changes, the reason for making the change and shall submit complete specifications of the materials and equipment to the Engineer for approval.

AWS	-	American Welding Society (USA)
ASCI	-	American Concrete Institute (USA)
AISI	-	American Iron and Steel Institute (USA)
AISC	-	American Institute of Steel Construction (USA)
ANSI	-	American National Standard Institute (USA)
ASTM	-	American Society for Testing and Materials (USA)
AASHTO	-	American Association of State Highway & Transportation Officials.
BS	-	British Standards (UK)
CP	-	Codes of Practice (UK)
PS	-	Pakistan Standards (Pak)
SSPC	-	Steel Structures Painting Council (USA)
UBC	-	Uniform Building Code (USA)
USBR	-	United States Bureau of Reclamation (USA)

Except as otherwise provided by these Specifications or the Drawings, all materials, equipment and fabrication and testing thereof shall conform to the latest applicable standards and codes referred to in the Specifications by use of the abbreviations explained:

#### A. Applicable Standards

### 3. CODES, STANDARDS AND CERTIFICATES

The Employer will give to the Contractor possession of the area designated and defined as the Site and shown on the drawing as may be required to implement as much of the Works, when the Engineer's Notice to Commence the Works is given.

The work comprises of Construction of Boys Hostels at Hazara University, Mansehra. Following execution and completion of above stated Work, the Contractor shall be obliged to remedy defects therein in accordance with the provisions of Contract.

Contract No.: HU/MANSEHRA/02/2022  
Location: Mansehra, KP

The Employer intends to construct Boys Hostels at Hazara University, Mansehra

### 2. DESCRIPTION OF PROJECT, WORKS INVOLVED AND SITE

1.2 The Contractor shall notify all sub-contractors of the provisions of these Special Provisions.

1.1 Specifications - Special Provisions shall form an integral part of Bidding & Contract documents.

### 1. GENERAL

#### SPECIFICATIONS - SPECIAL PROVISIONS

The Contractor shall provide at his cost modern plant, equipment and tools, adequate and effective to the nature, magnitude and size of this Contract, in strict compliance with the requirements of the General Conditions of Contract, Conditions of Particular Applications and Technical Specifications.

## 6. PLANT, EQUIPMENT AND TOOLS

Both FPS and MKS System of Units shall be used throughout the Project, as mentioned.

## 5. UNITS OF MEASUREMENTS

Installation of manufactured items shall be in accordance with procedures recommended by the manufacturer or as approved by the Engineer.

## 4. MANUFACTURER'S RECOMMENDATIONS

(c) The Contractor shall provide manufacturer's or supplier's materials which must meet the requirements of a specific code or standard as stated in these Specifications.

(b) Catalogues and published recommendations from manufacturers supplying products and materials for the project.

(a) Copies of all latest editions of codes and standards referred to in these Specifications or equivalent codes and standards as approved by the Engineer.

The Contractor shall supply and have at his site office:-

### C. Codes and Standards at Site

Where requirements for materials or equipment are specified by reference to a standard which has its origin in one country, it is not the intention to restrict the requirements solely to that standard and that country. Other standards, including standards of other countries, will be accepted provided they include the requirements of the standard specified. The Contractor may propose to the Engineer an equivalent standard other than that specified, in which case he shall submit the proposed standard and all other information required and shall resubmit written proof that his proposed standard is equivalent in all significant respects to the standard specified. All submissions must be made in the English language.

### B. Standards other than Specified

The cost of providing running and maintenance of the laboratory, equipment, materials and staff, testing charges for materials supplied by the Employer and all other tests to be performed in any other laboratory designated by the Contractor and no separate claim for payment on this account shall be entertained by the Engineer shall be deemed to be included in the price quoted by the Contractor and no separate claim for payment on this account shall be entertained by the Contractor.

#### 8.4. Method of Payment

The Engineer may accept test result and a certificate from a commercial testing laboratory, certifying that the product has been tested within a specified period acceptable to the Engineer and that it conforms to the requirements of these Specifications. Contractor shall seek prior approval of the laboratory from the Engineer before carrying out any test.

#### 8.3. Testing Laboratory Certificates

The Laboratory shall be equipped with new unused and latest Equipment to perform tests as per Technical Specifications and General Conditions of Contract. Additional equipment/materials shall be supplied by the Contractor as and when required by the Engineer to perform any specified test, at no additional cost to the Employer.

#### 8.2. Field Laboratory Equipment Requirements

All quality control tests shall be carried out in accordance with applicable standards and codes.

The Contractor shall keep a complete record of all quality tests performed on disposal and direction of the Engineer during the Contract.

The Contractor shall provide technical and laboratory helpers to the Engineer for testing.

The Contractor shall maintain a field laboratory equipped with approved equipment to perform all the tests required by the Engineer. The quality control testing shall be performed by the Contractor's competent personnel in accordance with a site testing and quality control programme to be established by the Contractor and approved by the Engineer. The Contractor may however, require certain tests to be performed in any other laboratory designed by him.

#### 8.1 General

### FIELD LABORATORY AND TESTING

The Contractor shall make his own arrangements for providing the necessary space for the storage of plant, equipment and materials and for Contractor's temporary office, in and around the site of works, during the currency of the Contract.

All materials, fixtures, 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 workman like manner. In asking for prices for materials intended for delivery to the Site and incorporated in the Works under any portion of these Specifications, the Contractor shall provide the manufacturer or supplier with complete information as may be required.

## 10.1 Quality of Materials

## 10. APPROVAL OF MATERIALS AND PLANT

- a) Electronic distance measuring device 02 No.
- b) Theodolite with data logger, aiming head and standard equipment supplied by the manufacturer, including tripod, control unit stand, batteries, charging unit, pole tripod and Traverse Equipment for tripods and Traverses complete with and nine prism reflectors complete with reflector, single prism reflector, three, six reflector, single prism reflector, three, six Nos.
- c) Steel measuring tapes 50 m long 03 Nos.
- d) Steel measuring tapes 20 m long 03 Nos.
- e) All other miscellaneous tools, equipment and materials required in surveying. As directed by the Engineer

The Contractor shall provide and maintain the following surveying equipment at site as per requirements.

## 9.2 Surveying Equipment Required

The minimum quantity of survey equipment is stated below which shall be available with the Contractor at site of Works along with qualified Surveyors and Survey Helpers. The equipment shall be maintained throughout the Contract Period and replaced by the Contractor in case of damage or loss. The survey equipment shall be made available to the Engineer when requested. All survey equipment shall be in good working condition.

## 9.1 General

## 9. SURVEYING INSTRUMENTS

In case the Contractor does not provide the specified equipment or testing facility from another approved laboratory, cost of testing plus 100 percent overheads shall be recovered from his bills.

Engineer. Further more the cost of any additional laboratory, field and shop tests required through the resubmission of samples because of failure of compliance with Specifications shall be borne by the Contractor.

- 10.2 Submission of Samples and Data**
- 10.2.1 The Contractor shall furnish for approval of the Engineer and consent of the Employer with reasonable promptness all samples as directed by the Engineer or specifically called for in the Specifications and in accordance with the time schedule provided for in the Specifications and in accordance with reasonable promptness only for conformance with the design concept of the Works and for compilation with the information given in the Contract Documents. All work shall be in accordance with approved Contractor Documents. Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for consideration of the sample submitted.
- 10.2.2 Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for consideration of the sample submitted.
- 10.2.3 Each sample shall be properly labeled with the name and quality of the material, manufacturer's name, name of the project, the Contractor's name and the date of submission, and the Specifications Article number to which the sample refers.
- 10.2.4 The manufacturer's installation directions shall be provided with each sample. The Contractor shall pay all transportation costs and deliver samples to the Engineer's office, Site or testing laboratory as directed by the Engineer.
- 10.2.5 Samples shall be of adequate size to permit proper evaluation of the material by the Engineer. Where variations in colour, texture, dimensions or other characteristics are to be expected, the Contractor shall submit samples showing the maximum range of variation. Materials exceeding the range of variation of the approved samples shall not be used on the Work.
- 10.2.6 In order to permit coordinated selection of colours and finishes, the Contractor shall deliver samples of all related items to the Engineer at one time. Samples of such materials will not be approved until all related samples have been submitted.
- 10.2.7 If both Shop Drawings and samples are required for the same item, the Engineer may require both to be submitted before approving either.
- 10.2.8 The Contractor shall erect Mock-up samples of finished items where specifically called for in the documents or as directed by the Engineer.
- 10.2.9 No acceptance or approval of any Shop Drawings or sample, or any indication or request by the Engineer on any Shop Drawings shall constitute an authorization for any increase in the Contract Sum.

necessary to secure compliance to this Clause and, in every case, he shall quote this Clause in full to each such manufacturer or supplier.

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.

10.3 Inspection

Bar bending (reinforcement bars) schedule of all structural drawings shall be prepared by the Contractor and submitted in triplicate to the Engineer for approval.

## 11. BAR BENDING SCHEDULE

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

## 10.4 Approved Sample at Site

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.

## 12. DRAWINGS

Bid Drawings issued with the Bidding 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 12.2 hereof.

Bid Drawings issued with the Bidding Documents, called the Bid Drawings, After award of Contract, the Bid Drawings will automatically become Construction Drawings. 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.

When additional information regarding the geological formations or other conditions becomes available, the Engineer may find it desirable to change dimensions or design of one or more of the features of the Works to conform to the newly disclosed conditions. The Engineer reserves the right to make such reasonable changes, and the Contractor's operations shall be conducted so as to accommodate any such reasonable changes in the Works.

- (a) The Contractor shall submit to the Engineer for review three (3) copies of all drawings to be issued for setting out, fabrication, supply order and construction; based on data, requirements, dimensions, details, codes, standards and design provided in the drawings issued by the Engineer. Such drawings shall be submitted at least twenty-eight (28) days before they are required for use. The Engineer may notify the Contractor that a

## 12.6.2 Shop Drawings

Reinforcement placement drawings and bar bending schedules (to be provided by the Contractor as per clause 11 above) of all RCC work shall be prepared by the Contractor and submitted in triplicate to the Engineer for approval, sufficiently in advance of the works in which they are intended to be used.

## 12.6.1 Reinforcement Drawings

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

## 12.6 Drawings to Be Furnished by the Contractor

Three (3) prints of each supplementary Drawing will be issued to the Contractor free of charge. Additional sets will be provided at cost of reproduction to be borne by the Contractor upon written request of the Contractor.

## 10.5.2 Supplementary Drawings

Three (3) sets of the Bid Drawings will be issued to the Contractor at the time of Construction free of charge. Additional sets will be provided at cost of reproduction to be borne by the Contractor upon written request of the Contractor.

## 10.5.1 Bid Drawings (at Construction stage)

Drawings will be issued to the Contractor as described below.

## 12.5 Copies 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.

## 12.4 Checking of Drawings

The term Drawings as used in the Specifications means the Drawings referred in Clauses 12.1 and 12.2 above.

## 12.3 Definition of Term Drawings

- (d) The Contractor shall also check and verify all site measurements whenever requested by other Specialist of the Works.
- (e) No work in the shop shall be started and no material or plant ordered until the Engineer has approved the shop drawings. It shall be the responsibility of the Contractor to submit the shop drawings on a schedule that allows reasonable time for checking and approval and subsequent fabrication. Failure to submit shop drawings in ample time for checking, correcting, and rechecking will not justify extension of time for completion and resubmission.
- (f) The Contractor shall also check and verify all site measurements whenever requested by other Specialist of the Works.
- (g) No changes shall be made by the Contractor in the resubmitted shop drawings in excess of the corrections spelled out by the Engineer and in a separate note on the shop drawings.
- (h) Where adjoining work requires shop drawings, the Contractor shall prepare and submit composite shop drawings, which shall show and define the work under all affected trades. If the Contractor executes work before coordinating with other trades so as to cause interference with work of those trades, he shall make changes necessary to correct the conditions without extra cost to the Employer.
- (i) The shop drawings shall be complete and shall show the design dimensions, proposed materials to be used, finishes, type of shop paint and all other details in connection thereto.
- (j) The Contractor at his cost shall rectify errors, omission, ambiguities, inadequacies and other defects.
- (k) Approval by the Engineer, in accordance with this paragraph, shall not relieve the Contractor of any of his responsibilities under the Contract.
- (l) The Works shall be executed in accordance with the drawings as approved by the Engineer. If the Contractor wishes to modify any approved drawings, he shall immediately notify the Engineer and submit revised drawings for approval. If the Contractor institutes that further drawings are necessary for executing the Works, the Contractor shall prepare such drawings and submit them for approval.
- (m) The Contractor shall not commence on any part of the Works until resubmitted for approval at the Contractor's cost. Fabrication or construction shall not commence on any part of the Works until the shop drawings or construction drawings for that part of the Works have been approved by the Engineer.
- (n) Drawing fails to comply with the relevant requirement of the Contract, in which case the drawing shall be rectified and resubmitted for approval at the Contractor's cost. Fabrication or construction shall not commence on any part of the Works until resubmitted for approval at the Contractor's cost. Fabrication or construction shall not commence on any part of the Works until the shop drawings or construction drawings for that part of the Works have been approved by the Engineer.

The Contractor shall do regular cleaning and clear away all rubbish and excess materials that may accumulate from time to time on completion and before handing over. Upon completion of the works he shall oblige all signs of temporary construction such as work areas, structures, foundations of temporary structures, stock piles of facilities or waste materials, or any other vestiges of construction, as directed by the Engineer. All buildings shall be cleaned; floors and paving scrubbed and the works and site shall be left in a clean and satisfactory state for immediate use and occupation. Care shall be

Upon completion of the works the Contractor shall restore all items covered by the Contract to the satisfaction of the Engineer.

#### 14. RESTORATION AND CLEANING

The Contractor shall whenever necessary cover up and protect the works from weather and damage by his own or other workmen performing subsequent operation. The Contractor shall provide all necessary dustsheets, barriers and guard rails and clear away the same at completion.

#### 13. PROTECTION OF THE WORKS

The Contractor shall furnish to the Engineer six (6) complete sets and drawings stated above, from the Engineer, of all As-Built Drawings within twenty-eight (28) days of receipt of

The Contractor shall, within fourteen (14) days of issuance of Taking-Over Certificate for whole of 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 used for the preparation of the As-Built Drawings.

The Contractor shall, at all times, keep on Site a separate set of prints of all drawings 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. The Contractor shall, at all times, keep on Site a separate set of prints of all drawings 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 Contractor shall, at all times, keep on Site a separate set of prints of all drawings 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 Contractor shall, at all times, keep on Site a separate set of prints of all drawings 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 Contractor shall, at all times, keep on Site a separate set of prints of all drawings 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.

#### 12.6.3 AS-BUILT DRAWINGS

Contractors or by other Sub-Contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness, so as not to delay the work in any way. A copy of all such information passed on shall be given to the Engineer.

## **15. SITE OFFICE AND TEMPORARY FACILITIES TO BE PROVIDED BY THE CONTRACTOR**

The Contractor shall also take all necessary precautions to keep the works and site free from vermin during construction and he shall leave the works vermin free on completion. Application of pest control agents shall not commence until the specific product, name, method and extent of application have been submitted to and approved by the Engineer.

taken not to use any cleaning materials, which may cause damage to the surface to be cleaned.

### **15.1 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, work yard 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 all utilities and the Contractor shall be responsible for all support staff as well as equipment required for particular nature of technical and support staff as well as equipment required for particular nature of job covered under the Contract to prepare drawings/shop drawings for approval of the Engineer.

The Contractor shall make arrangements for his own camp, workshops, yards, storage areas, and areas for erection of equipment, offices & offices for the Engineer and the Employer outside the site area and all approvals & permissions in this regard from the concerned authorities for all such facilities shall be the responsibility of the Contractor.

The Contractor shall prepare and maintain such temporary roads as may be necessary, from the site to the nearest road and also within the plot. Such roads shall be positioned strictly in accordance with the Engineer's instructions and the necessary, from the site to the nearest road and also within the plot. Such roads and compaction as directed.

### **15.2 Temporary Roads**

The Contractor shall supply in sufficient quantity all necessary portable and other water for construction purposes for all trades at points within a reasonable distance of any building being constructed. For water supply University. Cost of installation and operations of bore hole(s) will be borne by the Contractor.

### **15.3 Temporary Services**

The Contractor shall reduce or control any dust nuisance by regularly spraying water and other water for construction purposes for all trades at points within a reasonable distance of any building being constructed. For water supply and other water for construction purposes for all trades at points within a reasonable distance of any building being constructed. For water supply

#### **15.3.1 Temporary Water Supply**

The Contractor shall supply in sufficient quantity all necessary portable and other water for construction purposes for all trades at points within a reasonable distance of any building being constructed. For water supply

After completion of Project, Contractor shall hand over the boring arrangement to the Employer in working condition

### 15.3.2 Temporary Electricity

The Contractor shall make all the necessary arrangements for a temporary electricity service, pay all expenses in connection with the installation, operation and removal thereof and pay the costs of electricity consumed by all trades. If the Contractor is unable to arrange a temporary electrical connection, then he shall arrange and furnish an

Electric Power Generating set at site and maintain the generating set in perfect working condition throughout-out the duration of Contract. The generating power of the set shall be sufficient to operate all plant and equipment as well as the camps and offices of the Contractor and generate power of the set to meet the required demand at site or fail to function or the set fail to meet the required demand at site or fail to function or operate, the Contractor shall immediately replace the same with other generate, set/sets to the satisfaction of the Employer as well as the Employer.

A temporary lighting system shall be furnished, installed and maintained by the Contractor as required to satisfy the minimum requirements for safety and security and to the satisfaction of the Engineer.

At completion of construction work, temporary electricity services shall be removed by the Contractor at his own expense.

### 15.3.3 Waste Disposal

The Contractor shall make such temporary provisions as may be required in order to dispose of any chemicals, fuels, oils, grease, bituminous materials, waste and soil waste and the like without causing pollution to either the site or the environment. Disposal of any materials, wastes, effluent, garbage, oil, grease, chemicals and the like shall be in areas subject to the approval of the Engineer. If any waste material is dumped in unauthorized areas the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed off as directed by the Engineer and replaced with suitable fill material compacted and finished with topsoil all at the expense of the Contractor.

### 15.3.4 Fire Protection

The Contractor shall provide and maintain adequate fire protection in the form of barrels of water with buckets, fire buckets tanks, fire extinguisher, or other effective means ready for instant use, distributed around the project and in and about temporary inflammable structures during construction of the works.

- The Site offices of both Employer and Engineer shall be furnished & equipped with adequate new and unused furniture and equipment including:
1. 1 No. reversible Air Conditioner for each room
  2. 1 No. office table for each Room
  3. 1 No. office chair for each Room
  4. 3 Nos. visiting chairs for each Room
  5. 1 No. 7-seater sofa set along with coffee tables separately for Employer and Engineer's Office
  6. 1 No. Notice board tables separately for Employer and Engineer's Office
  7. 1 No. Landline / Fax connection with telephone set with max billing limit of Rs. 3,000/- per month separately for Employer and Engineer's Office
  8. 1 Photocopyer Machine separately for Employer and Engineer's Office
  9. Office Stationery of max worth of Rs. 7,000/- per month separately for Employer and Engineer's Office
  10. Laptop Computers: 02 Nos. Core-I-7 Laptop of latest generations as approved by the Employer will be provided by the Contractor. The Laptop shall become the property of the Employer after the completion of the project.
  11. 01 NO Printer (All in one) as approved by the employer.

### **15.5 Site Office for Employer/Engineer and Engineer's Staff**

The Contractor shall construct, provide, furnish and maintain for Employer/Engineer and Engineer's Staff, a site office as per the drawing attached at the end of the Volume-1-A. The site office will be a permanent Structure with RCC in-situ roof and permanent items/materials

The Contractor shall construct, furnish and maintain for Employer/Engineer and Engineer's Staff, a site office as per the drawing attached at the end of the Volume-1-A. The site office will be a permanent Structure with RCC in-situ roof and permanent items/materials

The Contractor shall erect and maintain at the Site in a location to be approved by the Engineer one (01) Sign Board of dimensions approved by the Engineer. The Contractor shall follow the instructions and specifications of the Civil Defense Department or any other local department concerned with such activities.

### **15.4 Sign Board**

The Contractor shall follow the instructions and specifications of the Civil Defense Department or any other local department concerned with such activities.

Torch-cutting and welding operations performed by the Contractor shall have the approval of the Engineer before such work is started and a chemical extinguisher is to be available at the location where such work is in progress.

Gasoline and other flammable liquids shall be stored in and dispensed from safety containers approved by the Engineer and storage shall not be within building.

## **15.6.5 Water Supply, Sewerage System and Electricity**

The Contractor shall provide, operate and maintain all sheds, enclosures, foundations and all above ground structures required to store materials or equipment brought on to the site by him. The Contractor shall be responsible for the security of his entire camps, residence, site and field offices work yard and storage area.

## **15.6.4 Work Yards and Storage Areas**

The Contractor shall provide, operate and maintain administrative and field offices required for his staff and would be responsible for Operation and Maintenance, furniture, equipment, appurtenances, janitor services and security of the same.

## **15.6.3 Administrative and Field Office**

The Contractor shall provide, operate and maintain labour camps and staff residences and are required for the proper and efficient progress of the work to house his own employees. For the purposes of operation and maintenance of the Camps and Residences, the Contractor shall comply with the rules of Pakistan Labour Camp Rules 1960 and all other applicable provisions of the Pakistan Labour Laws.

## **15.6.2 Labour Camps and Staff Residences**

Without prejudice to the generality of the various clauses of the Contract, particular attention is drawn to the obligation of the Contractor to make his own arrangement at his own expense for the following.

## **15.6.1 General**

## **15.6 Site Facilities to Be Provided by the Contractor**

No separate payment shall be made to the Contractor for the works involved under this Sub-Clause. The cost thereof shall be deemed to have been included in the total price quoted by the Contractor.

The site office shall become the property of the Employer after the completion of the project.

The office shall be maintained for the scheduled Contract period. In case the scheduled Contract period is increased, the Contractor shall maintain the office at his expenses for the extended period.

If any equipment, furniture and installation become unserviceable for any reason whatsoever, the Contractor shall promptly replace the same as and when desired by the Employer. Enginner's staff. The site office shall be connected to the electrical system, portable water supply and sewage disposal system.

- The Contractor shall make his own arrangement, at his own expense for provision, operation and maintenance of electric supply, reasonable supplies of raw and portable water and sewerage system at the site of works and his labour camps, staff residences and offices. The Contractor shall pay all fees, and charges (including bills) of whatsoever nature to the concerned departments (if any) in order to procure connections of the above facilities and thereafter using these connections. If the Contractor is unable to arrange a temporary electrical facilities, then he shall arrange and furnish an Electric Power connection, (with sufficient generating capacity to meet the required demand of electricity) at site and maintain the generating set in perfect working condition throughout the duration of Contract.
- The Contractor shall arrange provision of adequate medical facilities for his employees.
- 15.6.6 Medical Care**
- The Contractor shall provide first aid stations or dispensaries shall be provided by the Contractor at camps and other strategic locations, to administer first aid treatment at all times free of charge to all persons on the Site, including personnel of the Engineer and the Employer. The nature, number and location of facilities furnished and the Contractor's staff for administration of first-aid treatment shall meet the requirements of the Health Services of the Government of Pakistan and of Section III of the Manual "Safety Requirements of Pakistán and of Construction by Contractor", published by the Contractor, and shall be subject to approval by the Engineer.
- 15.6.7 Internet / Mobile Bills**
- The Contractor shall also be responsible for paying Internet / Mobile Bills maximum up to Rs. 10,000/- per month to be used by the Client and 1 No. EVO for internet purpose with Rs. 2,500/- recharge monthly.
- 15.6.8 Other Facilities**
- The Contractor shall also be responsible for providing Internet / Mobile and 1 No. EVO for internet purpose with Rs. 2,500/- recharge monthly.
- 15.7 Other Facilities For Employee's Representative Personnel To Be Provided By The Contractor**
- The Contractor shall provide, operate and maintain the following vehicles for the exclusive use of the Project Management Unit to meet the transportation needs in connection with the project.
1. Brand New Car (1000 cc) Suzuki Cultus / Picanto (Automatic transmission) 1 (One) No as approved by the Employer representative (PMU)

It shall be the responsibility of the Contractor to keep-up good relations with other Contractors employed on site by the Employer. The Contractor shall cooperate and coordinate his work with that of the other Contractors working at the Site, to whatever extent may be necessary to complete the Project in accordance with the approved

#### CO-ORDINATION WITH OTHER CONTRACTORS

No work is to be undertaken when, in the opinion of the Engineer, the weather is so unsuitable that proper protection of the work cannot be ensured.

19. WEATHER

When work is done at night the Contractor shall maintain from sunrise such lights on or about his work and plant as the Engineer may deem necessary for the proper observations of the work and the efficient execution thereof.

18. NIGHT WORK

The Engineer shall be notified weekly in writing of the nature and location of the Works inspection and measurement to be carried out. The Engineer may, if necessary, direct that longer notice be given of certain operations.

NOTIFICATION TO ENGINEER

If the Engineer shall see that the work progress is slow in such a way that the work will not be completed in the time specified, then he shall order the Contractor to work overtime or in more shifts and the Contractor shall obey these orders without any additional payments and without any objections or request for compensation.

116. CONSTRUCTION PROCEDURES

No separate payment shall be made to the Contractor for the works involved under this Sub-Clause. The cost thereof shall be deemed to have been included in the total price quoted by the Contractor.

The payments shall be deducted in case of delay in the delivery of the said provisions

3. The Contractor shall provide 1 Nos. Water Dispenser at the Project site till the completion of the project.

The vehicle shall be provided within 10 days from the commencement date. The Contractor shall furnish, supply and provide, as may be necessary without specific direction of the Employer/Employer's staff, all fuels, lubricants, tires and other supplies, all maintenance, repairs, registration, comprehensive insurance cover, running costs and suitability qualified driver at all times for the running of the vehicle. The Employer/Employer's staff, as may be necessary will provide suitable vehicles in case of break down exceeding 5000 km per month and will provide a suitable vehicle in case of break down exceeding two days.

The car shall become the property of the Employer after the completion of the project.

programme of the Works and in accordance with the Engineer's instructions. Should a disagreement or dispute arise between the Contractor and other contractors, the same shall be referred without delay to the Engineer for his decision. Upon such decision, the Contractor shall proceed with the work in accordance therewith. In case the access to the works of other contractors is through the Site area of the Contractor, the Contractor shall coordinate with the Engineer to the works of other contractors to permit all reasonable access to other Contractors.

The Contractor shall comply and enforce compliance by all his sub-contractors with the highest standards of safety and accident prevention in accordance with international standards and in compliance with all applicable laws, ordinances and statutory provisions.

The Contractor shall provide and maintain all protective barriers, fences, warning signs, lights and other safety precautions as required for the protection of persons and property on or adjacent to the site shall be provided at the Contractor's cost.

The Contractor shall also provide and maintain all false work, scaffolding and handrails which shall be well constructed and secured at all times. 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. As the work at site is expected to be carried out round the clock, the Contractor shall keep and maintain at all times a transport facility to move the patients to the hospital in case of an emergency.

Trash shall be removed at frequent intervals to the satisfaction of the Engineer. Safety netting shall be provided at all levels where work is in progress, all around the building.

## 22. SETTING OUT OF WORK AND SURVEY

### 22.1 Reference Points, Lines

The Contractor shall establish bench marks and / or reference lines at the Site in accordance with the instructions of the Engineer. The Contractor shall set out its work from these benchmarks and lines. The Contractor shall supply plant, equipment, materials and labour for checking if required of the survey control by the Engineer. Slope stakes will be set by the Contractor before commencement of excavation and will be re-established as required during progress of work using established bench-marks and reference points.

- The Engineer may make checks as the work progresses 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 to provide his own primary control points, as needed for the Works, and shall preserve and maintain them until otherwise authorized.
- (a) Structure points shall be set within 0.1-foot accuracy from point to point, except where tighter tolerances are required.
- (b) Cross-section points shall be located within 0.10 foot, horizontally and vertically.
- (c) Permissible closing error for a leveling line meant for establishing temporary Bench Mark (TBMs) shall not exceed  $0.045 \times \sqrt{M}$  foot.

Degree of accuracy for the survey works shall satisfy the following specified tolerances:

The Contractor shall notify the Engineer at least one week before performing a quantity survey and, unless specifically waived, quantity surveys shall be performed in the presence of an authorized representative of the Engineer.

The Contractor shall perform such surveys and computations as are necessary to determine quantities of work performed or placed during each progress payment period, and shall also perform all surveys necessary for the Engineer to determine final quantities of work in place. The Engineer will determine final quantities based on original ground levels determined by the Contractor and agreed by the Engineer.

Based upon established basic control monuments the Contractor shall establish all lines and grades necessary to control the Works, and shall be responsible for all measurements that may be required for execution of the Works to the degree of experience in the construction surveys similar in nature as required by this Contract.

The Contractor shall provide experienced construction surveyors with reference cards on all monuments as per instructions of the Engineer.

The Contractor shall be responsible for maintaining all survey markers/markers/monuments, and property corners. If any markers/monuments are destroyed by the Contractor, the Contractor shall arrange, at his own cost, to retrace and replace them to the entire satisfaction of the Engineer. If a monument cannot be replaced in its original position, the Contractor shall install a witness corner. The Contractor shall complete and file monuments installed a witness corner. The Contractor shall not replace the Contractor's monuments with new ones, and shall not alter any existing monument without the written consent of the Engineer.

Based upon the basic control, the Contractor shall provide his own primary control points, as needed for the Works, and shall preserve and maintain them until otherwise authorized.

The Engineer may make checks as the work progresses 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 to provide his own primary control points, as needed for the Works, and shall preserve and maintain them until otherwise authorized.

Contractor shall get approval of the form of request to be submitted by him for inspection. Daily in the morning Contractor shall submit request on approved format for

24. INSPECTION OF WORKS

The Contractor shall exercise care to protect the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring or clearing of the natural surroundings in the vicinity of the Works. Except where clearing is required for the Permanent Works, approved construction roads and the temporary Works, and for excavation operations, all 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 work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape. Where unnecessary destruction, scarring, damage or repainting may occur as a result of the Contractor's operations, it shall be repaired, or otherwise corrected as directed by the Engineer at no additional cost to the Employer.

23. ENVIRONMENTAL PROTECTION

The Contractor shall maintain at the Site the requisite surveying instruments in perfect working condition to enable the Engineer's Representative to check levels and lines of the work at all times.

22.3 Survey Instruments

The cost of all materials, equipments and labour required for surveys and works and quantity surveys required by this clause shall be deemed to be included in the rates and prices of the various items in the Bill of Quantities for the Works and Surveyors and Labourers shall payment in their respect shall be made.

Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded in the Contractor furnished field books. Notes or data in accordance with standard formats will be rejected. Illegible notes or data, or use of erasures on any page of a field book will be considered sufficient cause for rejection of part or the entire field book. Copied notes or data will not be permitted; therefore, rejection of part or all of a field book may necessitate re-surveying. Corrections by ruling or listing out errors will be satisfactory.

The Contractor shall provide all materials, equipment and labour required for surveying work, including, but not limited to, instruments, stakes, spikes, steel pins, templates, platforms, and tools, and except as required to be incorporated in the work left in place, all such materials and equipment shall remain the property of the Contractor. Surveying instruments shall remain the property of the Contractor. Surveying instruments shall be in perfect working condition and shall be subject to rigid inspection for proper operation at least after every two weeks of use. Effective instruments shall be promptly replaced or repaired and adjusted to the satisfaction of the Engineer.

where M is in miles. The permissible closing error shall be duly adjusted.

the work to be performed during the day for inspection of the Engineer. Engineer shall assign his staff and approve/disapprove the works and return signed copy of request to the Contractor.

No payment shall be made for the works involved within the scope of this section or Special Provision of specification unless otherwise specifically stated in the Bills of Quantities or herein.

## 25. PAYMENT OF WORK

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the work to be performed during the day for inspection of the Engineer. Engineer shall assign his staff and approve/disapprove the works and return signed copy of request to the Contractor.

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DRAWINGS

HAZARA UNIVERSITY  
SITE OFFICE PLAN

