

INVITATION FOR BIDS

Date: _____
Credit No. _____
Bid Reference No.: _____

1. The Pakistan Readymade Garments Manufacturers and Exporters Association (PRGMEA), the “Employer”, has received a fund from the Government of Pakistan towards the cost of Furnishment of Auditorium and it is intended that part of the proceeds of the fund will be applied to eligible payments under the Contract for the Furnishment of Auditorium. Bidding is open to all eligible Bidders.
2. The Employer invites sealed bids from eligible firms or persons licensed by the Pakistan Engineering Council in the appropriate category for the Works. A foreign bidder is entitled to bid only in a joint venture with a Pakistani constructor in accordance with the relevant provisions of PEC bye-laws.
3. Bidders may obtain further information from, inspect at and acquire the Bidding Documents from the Office of the Employer, at

(Mailing Address)

4. A complete set of Bidding Documents is available for download from the Company’s website at www._____, free of cost or the same may be purchased by an interested bidder on submission of a written application to the above office and upon payment of a non-refundable fee of Rs. One Thousand only (Rs. 1000/-).
5. All bids must be accompanied by a Bid Security in the amount of Rs. 2% of the bid amount in Pak Rupees, and must be delivered to _____
(Indicate Address and Exact Location)
at or before _____ hours, on _____ (Date). Bids will be opened at _____ hours on the same day, in the presence of bidder’s representatives who choose to attend at the same address. (Indicate Address and Exact Location if it differs).

[Note: the bids shall be opened at least thirty minutes after the deadline for submission of bids]

AUDITORIUM INTERIOR

TENDER DOCUMENTS

CONDITIONS OF CONTRACT

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STIPULATION

STIPULATIONS

1. Name of Work	Auditorium Interior at 4 th Floor of PRGMEA Head Office, DHA, Karachi
2. Date of Issuance of Bid:	
3. Place of Issuance of Bid:	
4. Place of submission and opening of Bids:	
5. Last date and time of submission of Technical Bid:	
6. Pre-Bid meeting Date and Time:	
7. Date/Time of Opening of Technical Bid	
8. Discussion on Technical Bid; Date and Time:	
9. Last Date and Time of submission of Modified Technical bid alongwith Financial Bid:	Shall be intimated by Owner after evaluation and discussion of Technical Bid.
10. Amount and validity of security bid money (To be submitted with Financial Bid)	2% of Bid amount against pay order, which shall remain valid up to 90 Days from the date of opening of tender.
11. Date of Commencement of work	Within 5 (five) calendar days from date of issuance of letter for award of work.
12. Period of Interim payment	As per Payment schedule attached.
13. Time of completion of Structural works	(Not Applicable)
14. Time of Completion of Overall works	3 (Three) calendar months from the date of issuance of letter
15. Validity of Bid	60 (Sixty) calendar days from the date of opening of tender.
16. Defect Liabilities or Maintenance Period.	3 Months from the date of issue of the taking over certificate for the work by the Client.
17. Retention Percentage.	5% from final bill.
18. Minimum value of Invoice.	Not less than Rs. 500,000.
19. Withholding Tax.	Withholding tax shall be deducted as per prevailing law.
20. Release of Retention Amount.	The retention money shall be returned after 3 months of satisfactory maintenance period.
21. Period of honoring interim payment certificate by the Owner.	Within 7 (seven) working days, after receipt from the contractor.
22. Time within which payment to be made to the contractor.	Within 7 (seven) working days, after issuance of payment certificate.
23. Release of retention money	50%(fifty) of total retention money shall be released after issuance of substantial completion certificate and the balance 50% after successful completion of maintenance period, duly certified by the Consultant / Engineer.
24. Period of checking of Final bill	Within 15 (fifteen) calendar days after the date of substantial completion of the works, subject to submission of the bill by the contractor.
25. Payment Period.	7 days from the date of receipt of the Contractor's bill by the Owner, duly verified by the Project Manager, work completed satisfactorily.

SIGNATURE / NAME:

CONTRACTOR ADDRESS & SEAL:

INSTRUCTIONS

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INSTRUCTIONS

General

- 1.1 All bidders are allowed to submit a Bid.
- 1.2 Bidding shall be a two stage, two envelope process, as defined in the Public Procurement Regulatory Authority Ordinance, 2002, duly amended vide S.R.O. 432(I)/2004.

Contract Price

- 1.2 The Contract shall be an item rate contract. The quantities given in the Bill of Quantities (BOQ) are estimated quantities and may vary as per construction drawings and details to be provided before the execution of work. The Contractor will however be paid for the actual quantity executed and approved on site. The Contract rates shall remain firm for the duration of the Contract.

Confidentiality

- 1.3 The Bidder, whether or not he submits a Bid, shall treat the details of the documents as strictly confidential.

Bid in Accordance with Documents

- 1.4 The Bid shall be made in accordance with the Bid Documents and the requirements stipulated herein. Any alternate or alternative for the execution of work may be submitted as a separate proposal. All cost for preparation and submitting of proposed alternate or alternatives shall be borne by the bidder and he shall not be reimbursed for anything connected with the alternate and its submittal.

List of Bid Documents

- 1.5 Each Bidder shall receive 1 (one) complete set of the Bid Documents. All components of the documents including Conditions of Contract, Technical Specifications, BOQ and Drawings, shall be issued on the collection date.

Accuracy of Bid Documents

- 1.6 The Bidder should carefully examine the Bid Documents. The Owner does not, however, guarantee the accuracy of the Bid Documents or any part of them or any statement made or information given therein, or of the estimated quantities given in the BOQ, or of any other information supplied by or on behalf of the Owner in respect of the Work.

Inspection of Site

- 1.7 The Bidder should visit and inspect the Site on his own responsibility and at his own expense to obtain all the information, which may be necessary for the purpose anticipating all conditions that may prevail during the course of construction. The Owner shall not entertain any representations or claims at any time, which result out of the Bidder's having not obtained information, which could have been obtained prior to submission of his Bid.

Neglect to Obtain Information

- 1.8 Any neglect or failure on part of the Bidder to obtain reliable information on the spot or elsewhere upon the foregoing or any other matters affecting the execution, completion and maintenance of the Work, the rates, total amounts and the Contract, shall not relieve the Bidder whose Bid is accepted, from any risks or liabilities or from the responsibility of completing, handing over and maintaining the work, including Period of Maintenance, as defined in the Contract.

Clarification and Queries

- 1.9 If the Bidder wishes to seek clarification of meaning of any Specifications, Drawings, or other data, he may address his inquiry in writing to the Project Manager. All explanations and amendments respectively given by the Project Manager shall be sent at the same time to all other Bidders.

Form of Entry into Bid Documents

- 1.10 Bids must be prepared only on the Documents supplied herewith.
- a) All entries are to be made in English and clearly in ink.
 - b) All covers of the bound Bid Documents shall be marked with Bidder's name and signed with full signature of the authorized person(s). All pages and Drawings of the Bid Documents as well as erasures and/or corrections, if any, are to be initialed by the same representative(s). The Bidder or his authorized representatives shall sign, stamp and date each page of the Bid Documents and in the spaces for the purpose, as well as all separate documents and Drawings which shall be in English and form as supplement to the Bid.

Delivery of Bid Documents

- 1.11 Each set of Bid Documents is to be sealed in a separate envelope and is to bear the name and address of the Bidder, and is to be inscribed as follows:

**"Furnishment of 4th Floor space as AUDITORIUM,
PRGMEA HOUSE, DHA, Karachi"**

The outer envelope containing Bid set must be addressed to:

**Secretary General, PRGMEA House,
57-C, 24th Commercial Street, Phase-II (Ext), DHA, Karachi**

Time of Delivery

- 1.12 The original Bid set must reach the Addressee above before the time and date fixed in writing by the Owner. Bids received after such time and date shall be rejected.

Arithmetical Corrections

- 1.13 The Project Manager shall have the right to adjust arithmetical errors in any Bid. If the Project Manager discovers major errors and/or omissions in any Bid, he may require the Bidder to adjust the same, but in such cases the Bidder shall not be permitted to change the total sum.

Rationalization of Rate / Cost

- 1.14 The Owner / Project Manager, while scrutinizing the bids shall have the right to object to any rate / price found to be unreasonable or abnormal and the Contractor shall be required to rationalize the unit rates, which are either on higher or lower side, to the satisfaction of Owner / Project Manager in such a way that the agreed overall contract price remains unchanged.

Owner's Right of Rejection

- 1.15 **THE OWNER RESERVES THE RIGHT TO REJECT ANY BID WITHOUT GIVING ANY REASON, OR TO ACCEPT ANY BID IN WHOLE OR IN PART AND DOES NOT BIND HIMSELF TO ACCEPT THE LOWEST OR ANY BID.**

Letter of Award of Work

- 1.16 The Bidder whose Bid may be accepted, shall after finalization by Owner receive a Letter of Award of Work, after which Bidder shall be deemed to have been awarded the Work, and all covenants of the Contract Documents shall be applicable immediately on all parties concerned, until the formal Agreement of Contract has been signed.

Mobilization Period

- 1.18 The successful bidder would be required to mobilize to the site within 5 working days after the issue of Letter of Award.

Amendments, Addenda and Corrigenda

- 1.19 The right is reserved to amend any of the Bid Documents or to issue additions to them prior to the due date for submitting Bids. All such amendments and/or additions shall be advised not later than 3 (three) days before Bids are due. It is mandatory that the Bid shall include the latest amendment and/or additions to the Bid Documents. When the Bidder shall be informed of any amendment, addition, or revision of the Bid Documents and he shall be required to immediately acknowledge receipt of same at the address mentioned above

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GENERAL CONDITIONS

Definitions and Interpretations

2.1.1 **Definitions:** In construing the Contract the following words and expressions shall have the following meanings hereby assigned to them.

- a. 'Owner' means 'Pakistan Readymade Garments Manufacturers and Exporters Association' (PRGMEA), Karachi.
- b. 'Project Manager' means any member, so nominated by the Owner, to act on their behalf for the design and implementation of the project from initiation to completion. The Owner may obtain the assistance of any professional Engineer/Architect or Engineer/Architect Firm, who may also act as the Project Manager, if nominated by the Owner.
- c. 'Contractor' means the Bidder whose Bid has been accepted by the Owner and the legal successors in title to the Contractor but not any assignee of the Contractor.
- d. The 'Conditions' mean these General Conditions.
- e. 'Contract' means the agreement between the Owner and the Contractor (who so ever made) for the execution of the Works including the Letter of Award, the Conditions, Specification, BOQ and the drawings annexed thereto and such schedules as are referred to therein and in the Bid.
- f. Contract Price means the price of the Bid, inclusive of all additions or deletions foreseen in the Contract, but without Liquidated Damages.
- g. 'Bid' means the Contractor's priced offer to the Owner for the execution of the Works.
- h. 'Letter of Award' means the formal acceptance by the Owner of the Bid incorporating any amendments or variations to the Bid agreed by the Owner and Contractor.
- i. 'Time for Completion' means the period of time for Completion of the Works or any Section thereof as stated in the Contract or as extended calculated from the date specified in the Contract as the date of commencement of the Works.
- j. 'Works' means all Work to be done by the Contractor under the Contract.
- k. 'Section of the Works' or 'Section' means the parts into which the Works are divided by the Specification.
- l. All weights and other measuring units shall be based on British/ Metric system.
- m. 'Drawing/Specification': Drawings include Bid, Working, Shop and As Built Drawings. Specification means the specification of the Works annexed to or included in the Contract including any modifications thereof.
- n. The 'Site' shall mean 4th Floor, PRGMEA House, 57-C, 24th Commercial Street, Phase-II (Ext), DHA, Karachi, where the Work is to be executed. Site also means land on, under, in or through which the Work is to be executed or carried out, as well as all land or buildings provided by the Owner for the purpose of the Contract, and furthermore, all terrain as may be expressly designated in the Contract as forming part of the Site.
- o. 'Appendix' means the Appendix to these General Conditions.
- p. 'Writing' means any hand-written, type-written, or printed statement.
- q. 'Day' means Calendar day.
- r. 'Week' means any period of 6 working days.
- s. 'Month' means Calendar month.

- t. **Bill of Quantities:** The term Bill of Quantities (BOQ) shall mean the part of the Contract documents outlining the quantities of the various items of Work to be performed under the various sections of the Specifications, and the respective per unit prices for these items of Work, quoted by the Bidder.
- u. **Equal, Equivalent, Satisfactory, etc. -** When the terms "or equal", "approved", "acceptable", "satisfactory", "proper" or other general qualifying terms are used in Contract, it shall be understood that reference is made to the judgment of Project Manager. The Contractor shall base his bid upon said item or type of material as specified. The equivalent shall be used only if specified material is not available and as per approval of the Project Manager, whose decision shall be final and binding.

2.1.2 **Singular and Plural:** Words importing the singular only also include the plural and vice versa where the context so requires

2.1.3 **Heading and Subheadings:** Headings and Sub-headings in this Contract document are for reference only and do not form part of the Agreement/Contract and will have no legal effect.

Duties and Power of Project Manager

2.2.1 **Project Manager's Duties:** the duties of the Project Manager, if so nominated by the Owner shall be to provide drawings, top supervision of the works including final approval of the quality or materials and workmanship. He will issue certificate of payments after verification of bills. See **Annexure 'A'** for further details.

Assignment and Sub-Contracting

2.3.1 **Assignment:** The Contractor shall not assign the contract or the benefit of the Contract in whole or in part or any of his obligations under the Contract. A charge in favour of the Contractor's bankers of any money due under the Contract, or the subrogation of insurers to the Contractor's rights shall not be considered an assignment.

2.3.2 **Sub-Contracting:** Except where otherwise provided by the Contract, the Contractor shall not sub-contract any part of the Works without the prior consent of the Owner / Project Manager. The Contractor shall however not require such consent to place Contracts for minor details nor for purchases of materials nor for any part of the Works of which the manufacturer or supplier is named in the Contract. The Contractor shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants, or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

Documents

2.4.1 **Procedure of Documents:** Unless otherwise provided in the Contract the Conditions as amended by the Letter of Award shall prevail over any other document forming part of the Contract. Subject thereto the Drawing/Specification shall prevail over any other document forming part of the Contract. In case of ambiguity or discrepancies, the same shall be explained by the Owner / Project Manager / Engineer whose explanation in this respect shall be final and binding.

2.4.2 **Issue and Quantity of drawings:** After receiving Letter of Award of Work, the Contractor, upon instructions from the Owner, shall receive two (2) sets of Drawings, out of which one (1) set shall be preserved at Site in a cellophane envelope. Subsequently, all further Drawings issued to Contractor shall be in duplicate, as mentioned. The Work shall be executed in conformity therewith and the Contractor shall not work without proper Drawings and instructions.

2.4.3 **Extra Specification Work:** In the case of any class of Work for which there are no Specifications in the Bid, such Work is to be carried out in all respects as per instructions and requirement of the Owner/ Project Manager.

Extent of the Contract

- 2.5.1 **Contractor to inform himself fully:** The Contract comprises the construction, installation, completion and maintenance of the Works and except in so far as the Contract otherwise provides the provision of all labor, materials, construction plants and equipment, allied Works and everything whether of temporary or permanent nature required in and for such construction, installation, completion and maintenance so far as the necessity for providing the same is or reasonably to be inferred from the Contract.

Basis of Contract Price

- 2.6.1 **Contractor pricing:** The Contract shall be item rate contract based on drawings, specifications, and written instructions. The Contract rates shall remain firm for the duration of the Contract.

Contract Agreement

- 2.7.1 **Agreement:** Either party shall be entitled to require the other to enter into an agreement in the Form annexed with such modifications as may be necessary within 15 days after the Letter of Award. The expenses of preparing, completing and stamping the Agreement on the provided Performa shall be borne by the Contractor, who will provide copies of the Agreement to the Owner or Project Manager.

Owner's Right

- 2.8.1 **General:** Owner shall have power to adopt any of the following (or all courses as they may deem best suit to the interest of Owner):
- 2.8.2 **Termination of Contract:** To rescind the Contract (to which rescission, notice in writing to the Contractor under the hand of Owner shall be conclusive evidence) and in which case the Security Retention of Contractor shall stand forfeited, and be absolutely at the disposal of Owner.
- 2.8.3 **Work by Owner:** To employ labor paid by Owner and to supply materials to carry out the Work, or any part of the Work debiting Contractor with the cost of the labor and the price of materials (of the amount of which cost and price, a Certificate of Project Manager shall be final and conclusive against the Contractor in all respect as if it had been carried out by the Contractor under the terms of his Contract). The Certificate of the Project Manager as to the value of the Work done shall be final and conclusive against the Contractor.
- 2.8.4 **Work by Other:** To measure up the Work of the Contractor and to take such part thereof as shall not be executed out of his hands, and to give it to another Contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to Contractor if the whole would have been executed by him (of the amount of which excess the Certificate in writing of the Project Manager shall be final and conclusive) shall be borne and paid by the Contractor and may be deducted from any money due to him by Owner under the Contract otherwise, or his Security Retention or the proceeds of sale thereof or a sufficient part thereof. In the event of any of the above courses being adopted by Owner, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into engagements, or made by advance on account of, or with view to the execution of the Work or the performance of the Contract, and in case the Contract shall be rescind under the provision aforesaid, the Contractor shall not be entitled to recover or to be paid any sum for any Work thereto or actually performed under this Contract unless and until Project Manager shall have certified in writing the performance of such Work and the value payable in respect thereof, Contractor shall only be entitled to be paid the value so certified on the completion of "Period of Maintenance".

Contractor's Obligations

- 2.9.1 **General:** The Contractor shall, subject to the provisions of the Contract, with due care and diligence, supply, install, execute and maintain the Works and carry out at his cost the laboratory and other Tests during and on Completion within the Time for Completion. The Contractor shall also make good defects in the Works and carryout as and when required by the Project Manager the Performance Tests. The Contractor shall provide all labour, skilled and unskilled, the supervision thereof and all Equipment required for the execution of the Works.
- 2.9.2 **Manner of Execution:** The Works shall be executed in the manner set out in the Specification or, where not so set out, to the reasonable satisfaction of the Owner/ Project Manager and all Work on Site shall be carried out in accordance with such reasonable directions as Owner/ Project Manager may give.
- 2.9.3 **Failure to remove material:** The Contractor has failed to remove materials from the Site or to pull down and replace Work for fifteen (15) days after receiving from notice Project Manager that the said material or Work has been condemned and rejected.
- 2.9.4 **Bad work default:** If it shall appear to the Project Manager that any Work has been executed with unsound, imperfect or unskilled Workmanship, or if materials of any articles provided by the Contractor for the execution of the Work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, the Contractor, shall on demand in writing from the Project Manager specifying the Work or materials or articles complained of, notwithstanding that, the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the Work so specified in whole or in part, as the case may require, remove the articles or materials so specified and provide other proper and suitable articles or materials at his own charge and cost. In the event of Contractor's failing to do so, no payments shall be made for the same till the defects are rectified as per instructions of the Project Manager, and in case where rectification or removal of defects or materials is not possible and Work can be accepted. The rates for such items shall be reduced. In all such cases the decision of Owner shall be final and binding on the Contractor.

Programme

- 2.10.1 **Programme:** Within the time stated in the Contract or, if no time is stated, within 3 days after the Letter of Award, the Contractor shall submit to the Project Manager for his approval the Programme for the execution of the Works showing:
- a) The sequence and timing of the activities by which the Contractor proposes to carry out the Works
 - b) The anticipated number of skilled and unskilled labour and supervisory staff required for the various activities when the Contractor is working on Site.
- 2.10.2 **Approval of Programme:** Approval by the Project Manager of the Programme shall not relieve the Contractor of any of his obligations under the Contract.

Shop Drawings

- 2.11.1 **General:** Wherever in the execution of the Contract, nature of Work makes it necessary, and where specifically required by the Specification, the Contractor shall himself or cause his material vendor, fabricator or sub-contractor to submit 3 sets of scale and full-size Shop Drawings of his Work to the Project Manager/Owner. The Shop Drawings must be complete in every detail including provision required of various trades, connections with other Work, all cutting, fitting and drilling required and any and all other necessary information in accordance with usual and customary trade practice as particularly required for any special purposes.

Materials and Workmanship

- 2.12.1 **Quality of material:** All types of materials, articles, or processes shall be of the respective kinds or brands relating to kind, quality, function and characteristics required by the Specifications or specified hereinafter. Where various kinds and brands are not so specified, they shall be the best obtainable for required purposes. Where a specific item or type of material is specified in any portion of the Specifications and/or followed by the Works "or equivalent" or "as equal" or words of similar intent, the Contractor shall base his Bid Proposal upon said item or type of material as specified. He shall deliver all materials at such times and in such quantities as shall insure speedy and uninterrupted progress of Work.
- 2.12.2 **Samples: Where required in the Specifications for various trades or otherwise required by Project Manager,** samples of any materials to be used and of the finish to be applied in the Work, shall be submitted by the Contractor for approval. Written approval shall be obtained prior to processing or fabrication of and materials for which samples are submitted and all finished Work shall conform thereto and/or comply with characteristics of approved samples. In no instance shall approval of samples relieve the Contractor of full compliance with any Specifications requirement.
- 2.12.3 **Samples & mock-up:** Field samples and mock-ups are to be constructed on the project site at identified locations. The field samples and mock-ups are to be retained until the Project Manager gives permission for their removal.
- 2.12.4 **Cost of samples & mock-up:** The cost of samples and mock-up shall be deemed to have been included in the contractor's price for the respective works.

Site Staff

- 2.13.1 **Contractor's representative and Workmen:** The Contractor shall employ one or more competent representatives, who shall be a qualified Project Manager/Supervisor, whose name or names shall have been notified previously to the Project Manager by the Contractor, to superintend the carrying out of the Works on the Site.
- 2.13.2 **Objection to Representative:** The Project Manager/Owner shall be entitled by notice to the Contractor to object to any representative or person employed by the Contractor in the execution of or otherwise about the Works who shall, in the opinion of the Project Manager, misconduct himself or be incompetent or negligent, and the Contractor shall remove such person from the Works.

Site Services

- 2.14.1 **Site Services:** The Owner shall provide electricity and water supply for the execution of work. The connection shall be provided at any one point near the site. The distribution network has to be installed and maintained by the Contractor at his own cost.
- 2.14.2 **Clearance of Site:** From time to time during the progress of the Works, the Contractor shall clear away and remove from the Site all surplus materials and rubbish and, on completion, all Contractor's Equipment. The Contractor shall at all times leave the Site and the Works clean and in a safe and workmanlike condition to the Project Manager's reasonable satisfaction.
- 2.14.3 **Opportunities for other Contractors:** The Contractor shall, in accordance with the Project Manager's requirements, afford all reasonable opportunities for carrying out their Work to other Contractors employed by the Owner and to the workmen of the Owner, who may be employed in the execution on or near the Site of any Work not included in the Contract or of any Contract which the Owner may enter into in connection with or ancillary to the Works.
- 2.14.4 **Material at Site:** The material brought on site by the Contractor will remain the responsibility of the Contractor till such time it is handed over to the Owner. As the site is located at the 4th floor of the building, it shall be the responsibility of the Contractor to arrange its transport to the work area by stairs.

Working Hours

- 2.15.1 **Hours of work:** The Contractor shall carryout the Works on Site continuously during the normal Working hour generally recognised at the project Site. The Project Manager may, after consulting with the Contractor, direct that Work shall be done at other times if it shall be practicable in the circumstances for Work to be so done and has become necessary to ensure the completion of the Works within the Time for Completion.

Safety

- 2.16.1 **General:** The Contractor shall be responsible for the adequacy, stability and safety of his operations and staff & sub contractors on Site and shall comply with the safety regulations applicable at the Site.
- 2.16.2 **Failure to correct Safety violation:** In the event that the Contractor fail promptly to remedy the situation within a time frame instructed and in the opinion of the Project Manager, the Work proceeds in a hazardous and dangerous manner, then the Owner upon recommendation of the Project Manager, may shut down that Work and thereafter, there shall be no resumption of that Work until the Contractor makes necessary corrections to bring that Work in compliance. The Contractor shall not be entitled to any compensation or extension of time for performance under the Contract in the event the Owner has to shut down the Contractor's Work because of safety violations.
- 2.16.3 **First Aid training:** A reasonable number of the Contractor's employees must be trained in First Aid. First aid kits of the Type, equipment and number approved by the Project Manager must be furnished properly, equipped by the Contractor, at all construction Sites and Working areas. The Contractor must arrange that each injured or epidemically ill person is immediately transported to a nearby suitable hospital.
- 2.16.4 **Accident Reports:** The Contractor shall immediately make a written report to the Owner and Project Manager on all accidents, which result from or in connection with the execution of the Work, regardless of whether on or near the construction Site, and which result in injuries, death or damage to property inclusive of all details and statements of witnesses.
- 2.16.5 **Payment of Injury or Death:** The Contractor shall be obliged to make payment to his Pakistani Workers, staff, their dependents or heirs for any injuries or death which may have occurred to them during the execution of the Work, in accordance with the provisions of the "Workmen's Compensation Act 1912" and any other applicable laws for the duration of the Contract.
- 2.16.6 **Fire Protection:** The Contractor shall provide adequate protection against fire hazards and observe all care precautions against such hazards. Project Manager shall be the sole judge as to the adequacy or otherwise of such measures.
- 2.16.7 **Applicable government regulations:** Nothing under this Clause shall be so interpreted to mean that the Contractor is relieved from the complete fulfillment of the applicable Government provincial or local rules, directives, laws and instructions in this respect.

Construction Procedure

- 2.17.1 **Commencement of work:** The Contractor shall commence Work on the Site within a period of 5 (five) days after the receipt by him of Letter of Award of Work from Owner.
- 2.17.2 **Site Office:** Site Office with adequate toilet or sanitary facilities shall be erected by the Contractor at his own cost for his own use.
- 2.17.3 **Residence on Site:** No employees of the Contractor, unless authorized by the Owner/Project Manager, will be permitted to live on the Site.

- 2.17.4 **Setting Out:** Contractor shall have to layout the Work as per the Drawings. The Contractor shall be responsible for all errors that may be subsequently found and shall remedy them at his own expenses.
- 2.17.5 **Progress Report:** The Contractor shall submit in triplicate, once every fortnight, a Progress Report to the Owner/Project Manager. The date of submission and pro forma of such Progress Report shall be approved by the Project Manager or amended from time to time as found necessary.
- 2.17.6 **Progress Photographs:** The Contractor shall submit along with fortnightly progress report three (3) sets of progress photographs showing the different phases of construction in every building.
- 2.17.7 **Site Instruction Book:** The Contractor shall maintain a Site Instruction Book and pro forma as approved by the Project Manager for taking instructions and directions of the Project Manager at the Site.
- 2.17.8 **Removal of Plant and Structures:** Contractor shall not remove any construction plants, temporary structure or material or any part thereof from the Site without the written consent of the Project Manager, which shall not be unreasonably withheld when the same is not required for the purpose of completion of the Work. A proper gate pass is to be made and signed by an authorized representative of Owner/ Project Manager for taking out any material from site.
- 2.17.9 **Restrictions:** The Contractor is to ensure that all workmen / Labor/ Staff shall restrict their activities to site only and shall not walk around the premises.

Variation

- 2.18.1 **Meaning of Variation:** Variation of the form, quality or quantity of the Work or any part thereof, can be affected through a written order to the Contractor, signed to show the recommendations of the Project Manager and the authorization of the Owner. For the purpose, or if it appears desirable to them for any reasons, they shall have the power to issue necessary directives for the variations.
- 2.18.2 **No invalidation:** The Contract is not be in any way vitiated or invalidated by the aforesaid variations, but the value (if any) of all such variations, shall be kept into account in ascertaining the amount of the final price of the Contract and the payments of account hereof.
- 2.18.3 **Variation only on Order in Writing:** No such variation shall be made by the Contractor without any order in writing of Owner/Project Manager. Owner's written approval shall be required to implement any change order.
- 2.18.4 **Valuation of Variation and Claims:** Project Manager will determine the amount (if any) which in his opinion should be added to or deducted from the price of Contract, in respect of any extra or additional Work done or Work omitted by Owner's order. All such Work shall be valued at the unit rates set out in the Contract, if in the opinion of Project Manager, the same shall be applicable. If the Contract shall not contain any unit rates applicable to the extra or additional Work, then suitable prices and variation orders shall be agreed upon between Project Manager and Contractor. In the event of disagreement, Owner shall fix such prices as shall in his opinion be reasonable and proper. The rates and prices in the BOQ shall be deemed to consist of procurement, supply and incorporation of materials in the Work, including but not limited to the following costs:
- a) Material cost
 - b) Contractor's overheads, risk and profit in connection with the supply as surcharged to above.
 - c) Insurance, all taxes, import duties and the like.
 - d) All costs for incorporation of materials into the Work completed according to Drawings and Specifications.
- 2.18.5 **Contractor's Mark-up for additional work:** A complete rate analysis of all additional items of work giving details of actual materials, labor, cartage and equipments

consumed, shall be submitted by the Contractor to the Project Manager. Such cost after due checking by the Project Manager, shall be increased by 20% plus withholding tax (as applicable by GoP) on items manufactured / executed by the contractor directly and 10% plus with-holding tax (as applicable by GoP) on items manufactured / executed by third parties (for which the contractor is responsible for coordination) to cover the Contractor's overheads, profit and withholding tax.

- 2.18.6 Difference in basic price of substituted materials:** In the event that the basic cost (which is inclusive of all taxes such as GST, Income Tax, etc.) of an item has been given in the bill of quantities and the actual cost of sample approved is higher or lower than the cost stipulated, the net difference of price (based on finished quantity) shall be added to or deleted from the Contractor's rate at actual +10%
- 2.18.7 Net effect of agreed variation:** If the net effect of all agreed variations shall be found on completion of the whole of the Work to result in a reduction or an addition greater than 25% (twenty five percent) of the sum named in the Bid, the amount of the Contract Price shall be amended by such sums as shall be agreed upon between Project Manager and Contractor. In the event of disagreement, Owner shall fix such sum as shall in his opinion be reasonable and proper, consideration being given to all material and relevant factors including Contractor's own costs and overheads and his decision shall be final and binding to Contractor.
- 2.18.8 Account of Additional Expenses:** Contractor shall send Owner through Project Manager once a week an account giving particulars (as full and detailed as possible) of claims for any additional expense to which Contractor may consider himself entitled and of all extra and additional Work, which he has executed during the preceding month. No claims for payment for any such Work shall be considered which has not been included in such particulars.

Taking-Over

- 2.19.1 Taking over Certificate:** When the Works are complete to the satisfaction of Project Manager (except in minor respects that do not affect their use for the purpose for which they are intended) the Project Manager shall issue a Certificate to the Contractor (herein called a 'Taking-Over Certificate'). The Project Manager shall in the Certificate certify the date upon which the Works were so complete. The Owner shall be deemed to have taken over the Works on the date so certified. Except as permitted under Use before Taking-Over the Owner shall not use the Works before they are taken over.
- 2.19.2 Outstanding Work:** The Contractor shall rectify or complete to the reasonable satisfaction of the Project Manager within the time stated in the Taking-Over Certificate any outstanding items of Work noted as requiring rectification or as incomplete. In the event the Contractor fails to do so, the Owner may arrange for the outstanding Work to be done and the cost thereof shall be certified by the Project Manager and deducted from the Contract Price.

Time for Completion

- 2.20.1 Time of Completion of Work:** Time of Completion of Work from the date of letter of Award is as stated under Bid Stipulation.
- 2.20.2 Rate of Progress:** The whole of the materials and plant to be provided by the Contractor and the mode, manner and speed of execution and maintenance of the Works are to be of a kind and conducted in a manner approved by the Project Manager. Should the rate of progress of Works or any part thereof be at any time, in the opinion of the Project Manager, too slow to ensure the completion of the Works by prescribed time or extended time for completion as planned in the Time and Progress Chart, the Project Manager shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as may be necessary (and the Project Manager may approve, to expedite progress so as to complete the job by the specified date. If the Work is not being carried out by day and by night and the Contractor requests permission to Work by night as well as by day then, if the Project Manager shall grant such permission the Contractor shall

not be entitled to any additional payments for doing so. (Any such permission granted shall be at risk of the Contractor). If the Contractor persists to be slow and keep running behind his own and agreed schedule, the Owner /Project Manager may take necessary measures to remedy the situation as per terms of the Contract.

- 2.20.3 **Termination of slow progress:** Notwithstanding anything contained to the contrary, if in the opinion of the Owner/Project Manager the progress of the Works is so slow that it cannot be completed within the prescribed period or within the extended period granted to the Contractor, the Project Manager shall give a notice in writing to the Contractor calling upon him to speed up the Work if necessary by employing more labor and by increasing the material, equipment and plant to an extent to be mentioned in the notice. In case the Contractor fails to comply with the requirements of the notice within ten days from its receipt, then Project Manager shall have the power to have the Works completed through any other agency at the risk and cost of the Contractor. All payments due to the Contractor shall be withheld till the completion of the Work and any loss suffered by the Owner or expenditure incurred in getting the Works executed shall be recovered from the Contractor. The Owner shall have a lien on all the plant, equipment and machinery of the Contractor as compensation for any claim against the Contractor under this clause

Extension of Time

- 2.21.1 **Extension of Time for completion:** If Contractor shall desire any extension of the time for Completion of Work on the grounds of his having been unavoidably hindered in his execution for reasons beyond his control, he shall apply in writing to Owner through Project Manager within 3 (three) calendar days of occurrence of the hindrance on account of which he desires such extension as aforesaid. Owner shall, if in his opinion on the certificate of the Project Manager, deemed that reasonable grounds have been shown thereof, authorize such extension of time, if any, in his opinion, be necessary or proper.

Performance Tests

- 2.22.1 **General:** Where Performance Tests are included in the technical Specification they shall be carried out as soon as is reasonably practicable and within a reasonable time after the Works, or the Section of the Works to which such tests relate, have been taken over by the Owner.

Defects Liability

- 2.23.1 **Defects after taking over:** In these Conditions the expression 'Defects Liability Period' means the period stated in the General Conditions as the Defects Liability Period or if no such period is stated, 3 months, calculated from the date of taking-over of the Works under Taking-Over. Where any Section or Part of the Works is taken over separately the Defects Liability Period in relation thereto shall commence on the date of taking-over thereof.
- 2.23.2 **Making Good defects:** The Contractor shall be responsible for making good by repair or replacement without any reservations and with all possible speed at his expense any defect in or damage to any part of the Works which may appear or occur during the Defects Liability Period.
- 2.23.3 **Notice of Defects:** If any such defect shall appear or damage occur the Owner or the Project Manager shall forthwith inform the Contractor thereof stating in writing the nature of the effect or damage. The provisions of this Clause shall apply to all repairs or replacements carried out by the Contractor to remedy defects and damage as if the said repairs or replacements had been taken over on the date they were completed.
- 2.23.4 **Extension of Defects Liability:** The Defects Liability Period shall be extended by a period equal to the period during which the defect or damage to which this Clause applies has appeared or occurred.

- 2.23.5 **Delay in Remedying Defects:** If any such defect or damage be not remedied within a reasonable time, the Owner may proceed to do the Work at the Contractor's risk and expense provided that he does so in a reasonable manner and notifies the Contractor of his intention to do so. The costs reasonably incurred by the Owner shall be deducted from the Contract Price or be paid by the Contractor to the Owner.
- 2.23.6 **Removal of Defective works:** If any defect shall appear in any part of the Works within a period of 6 (six) months after the date of the taking-over of such part of the Works the same shall be made good by the Contractor at his cost by repair or replacement as per approval of the Project Manager/Owner.

Certificates and Payments

- 2.24.1 **Intermediate Payments:** Payments shall be made to the contractor according to the schedule attached as Appendix A. The Contractor shall, on submitting a bill, be entitled to receive a payment proportionate to the part thereof as approved and passed by the Project Manager. On completion of checking of the bill, the Project Manager shall issue the certificate of payment to the Contractor. But all such intermediate payment shall be regarded as payment in advance against the final payment only and not as payment for Work actually done and completed and shall not preclude the requiring of bad, unsound, and imperfect or unskilled Work to be removed and taken away and reconstructed or re-erected or to be considered as an admission of the due performance of the Contract, or any part thereof in any respect or the acceptance of any claim nor shall it conclude, determine or effect in any way the powers of the Owner and Project Manager under these conditions or in any other way vary or effect the Contract. The Project Manager shall have power to amend or withhold any Certificate if the Work or any part thereof, have not been carried out to the satisfaction of the Owner, and/or Project Manager.
- 2.24.2 **Submission of Invoice:** The Contractor shall submit three (3) copies of all bills typed on an agreed format. The Project Manager shall certify amount of payment to the Contractor subject to the deduction of Retention and Mobilization Advance as specified in the Bid and to the deduction of any sums which may have become payable by Contractor to the Owner. The Project Manager may, at any time make corrections or modifications in any previous bill.
- 2.24.3 **Deduction of Rates:** The Owner shall have full power to reduce the rates for such items, which have not been properly carried out but can be accepted otherwise. The decision of Owner with respect to reduction of rates shall be final and binding on the Contractor. This shall apply to such items also which might have been paid in full earlier but defects are detected later on.
- 2.24.4 **Interest:** No interest shall be paid to the Contractor or any body else, on Contractor's Security Retention, amounts of bills or any other amounts of Contractor remaining with the Owner for any period.
- 2.24.5 **Minimum Value of Invoice:** Interim Payments billed by the Contractor shall not be less than what is stated in Bid Stipulation under Minimum value of Invoice. Withholding tax to be deducted as per prevalent law.
- 2.24.6 **Release of Retention Money:** Retention money shall be paid to the Contractor after 90 (Ninety) days of issue of Taking over Certificate and after submission of As-built drawings.
- 2.24.7 **Application of Final Certificate of Payment:** The Contractor shall make application for the final certificate of payment forthwith after the Contractor's obligations under Defects have ceased and the Contractor has completed any outstanding remedial Work there under. The application for the final certificate of payment shall be accompanied by a final account prepared by the Contractor in relation to those Sections of the Works to which the application relates. The final account shall give full details of Work done under the Contract and other sums certified by the Project Manager.

- 2.24.8 **Value of Final Certificate of Payment:** A final certificate of payment shall certify the total amount payable to the Contractor under the Contract in respect of the Works or any Section thereof having regard to any addition to or deduction from the Contract Price provided for in these conditions and claims in respect thereof made by the Contractor or the Owner, the total amounts paid on certificates of payment previously issued, and the balance payable whether by the Owner to the Contractor or by the Contractor to the Owner.
- 2.24.9 **Correction to Certificates:** The Project Manager may in any certificate of payment make any correction or modification that should properly be made in respect of any previous certificate.
- 2.24.10 **Period of Payment:** The Owner shall pay to the Contractor the sum certified as due to the Contractor in a certificate of payment within 14 days as per Bid Stipulation after the date of Certification by the Project Manager.

Escalation

- 2.25.1 **Escalation:** The rate quoted in the B.O.Q. shall remain firm during the Contract period. No escalation of whatsoever nature shall be admissible due to any increase in the custom duties, sales tax, local and federal taxes, surcharge, insurance, port and Octroi charges, royalties, or the cost of utilities, facilities, wages and salaries of Workers including all incidental and indirect costs of any items related to or connected with the Completion of the Work.

Claims

- 2.26.1 **Notification of Claims:** In every case where by virtue of these Conditions circumstances arise which the Contractor considers entitle him to claim additional payment, the following provisions shall take effect:-
- a) Within 15 days of the said circumstances arising the Contractor shall, if he intends to make any claim for additional payment, give to the Project Manager, notice of his intention to make a claim and shall state the reasons by virtue of which he considers that he is entitled thereto;
 - b) As soon as reasonably practicable after the date of the notice given by the Contractor of his intention to make a claim for additional payment and not later than the issue of taking over certificate, the Contractor shall submit to the Project Manager (with copies for transmission to the Owner) full particulars of and the actual amount of his claim. The Contractor shall thereafter promptly submit such further particulars as the Project Manager may reasonably require assessing the value of the claim.
- 2.26.2 **Owner's Liability to pay Claims:** Notwithstanding anything contained in these Conditions the Owner shall not be liable to make payment in respect of any claim for an additional payment unless the Contractor has complied with the requirements of this Clause and certified as such by Project Manager.
- 2.26.3 **Owner's Decision on Claims:** The Owner's decision regarding acceptance or rejection of such claim shall be final and binding on the Contractor.

Laws and Regulations

- 2.27.1 **General:** Contractor shall conform in all respects with the provisions of all Federal, Provincial and Local Laws, Rules and Regulations including all regulations and bye-laws of all local or other duly constituted authority within Pakistan, which maybe applicable to the execution of the Work, and shall give all notices and pay all fees required to be given or paid thereby and shall indemnify Owner against all penalties and liabilities incurred by reasons of any such provisions.

- 2.27.2 **Patent, Trade Mark and Brand Name:** Contractor shall hold harmless, and indemnify, Owner, Project Manager from and against all claims and proceedings for or on account of infringement by Contractor of any patent rights, designs, trademarks or brand names, or other protected right in respect of any constructional plant, machine, Work, process, or material used for the purpose of, or in connection with the Contract and form and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation therewith.
- 2.27.3 **Owner's Right under Law:** Nothing contained in this Contract shall in any way affect or impair any rights or remedies to which the Owner may be entitled under law.
- 2.27.4 **Labor Law:** All Workmen/labor/staff employed by the Contractor for the purpose of Contract shall for all intents and purposes be the employees of the Contractor and the Owner shall not be responsible for them in any manner whatsoever. The Contractor shall ensure that he shall comply with all labor laws in connection with engagement of his employees and shall indemnify the Owner of any claim whatsoever in connection with their employment.
- 2.27.5 **Under Age and Female Labor:** No labor shall be employed on the Work whose age is below the statutory age limit for such Work in Pakistan. Employment of female labor shall be subject to local byelaws and regulations.
- 2.27.6 **Government Regulations:** In respect of all laborers directly or indirectly employed, in the Work for the performance of the Contractor's part of this Agreement, the Contractor shall comply with Government's Labor Regulations.
- 2.27.7 **Owner's Right:** Owner shall have the right to deduct from the money, due to the Contractor, any sum (s) required or estimated to be required for making good the loss suffered by a Worker, by reasons of non-fulfillment of the Conditions of Contract for the benefit of the Workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the regulations.

Accidents and Damage

- 2.28.1 **Injury to Persons and Property:** Except as hereinafter mentioned the Contractor shall be liable for and shall indemnify the Owner/ Project Manager against all claims in respect of personal injury or death and in respect of loss of or damage to any property (other than property forming part of the Works not yet taken over) which arises out of or in consequence of the execution of the Works whilst the Contractor has responsibility for the care thereof and against all demands, costs, charges and expenses arising in connection therewith.
- 2.28.2 **Injury and Damage:** If there shall occur any death or injury to any person or loss of or damage to any property (other than the Works) after the responsibility for the care of the Works shall have passed to the Owner, the Contractor shall be liable for and shall indemnify the Owner/ Project Manager against all such claims and all actions, demands, costs, charges and expenses arising in connection therewith to the extent that such death or personal injury or loss of or damage to property was caused by the negligence or breach of statutory duty of the Contractor, his Sub-Contractors, servants or agents.
- 2.28.3 **Accidents or injury to Workmen:** The Contractor shall indemnify the Owner/ Project Manager against all actions, suits, claims, demands, costs, charges and expenses arising in connection with the death of or injury to any person employed by the Contractor or his Sub-Contractors for the purposes of the Works.
- 2.28.4 **Claims in respect of Damage to Person or Property:** In the event of any claim being made against the Owner / Project Manager arising out of the matters referred to and in respect of which it appears that the Contractor may be liable under this Clause, the Contractor shall be promptly notified thereof and may at his own expense conduct all negotiations for the settlement of the same and any litigation, that may arise in relation thereto. The conduct by the Contractor of such negotiations or litigation shall be conditional upon the Contractor having first given to the Owner such reasonable security

as shall from time to time be required by him to cover the amount ascertained or agreed or estimated, as the case may be, of any compensation, damages, expenses and costs for which the Owner may become liable. The Owner shall at the request of the Contractor afford all available assistance for any such purpose and shall be repaid all Costs reasonably incurred in so doing.

Force Majeure

- 2.29.1 **Force Majeure:** Force Majeure means:-
- war, hostilities (whether war declared or not), invasion, act of foreign enemies;
 - rebellion, revolution, insurrection, military or usurped power or civil war;
 - riot, civil commotion or disorder;
 - Any circumstances beyond the reasonable control of either of the parties.
- 2.29.2 **Notice of Force Majeure:** If either party is prevented or delayed from or in performing any of his obligations under the Contract by Force Majeure, then he may notify the other party of the circumstances constituting the Force Majeure and of the obligations performance of which is thereby delayed or prevented, and the party giving the notice shall thereupon be excused the performance or punctual performance, as the case may be, of such obligation for so long as the circumstances of prevention or delay may continue.
- 2.29.3 **Termination of Force Majeure:** Notwithstanding that the Contractor may have been granted an extension of the Time for Completion of the Works, if by virtue of Force Majeure either party shall be excused the performance of any obligation for a continuous period of 120 days, then either party may at any time thereafter, and provided such performance or punctual performance is still excused, by notice to the other terminate the Contract.
- 2.29.4 **Payment on Termination of Force Majeure:** If the Contract is terminated under Force Majeure the Project Manager shall certify, and the Owner shall pay to the Contractor in so far as the same shall not have already been included in certificates of payment paid by the Owner or be the subject of an advance payment, the Contract Value of the Works executed prior to the date of termination.

Contractor's Default

- 2.30.1 **Default:** If the Contractor shall assign the Contract or sub-let the whole of the Works or if the Project Manager has rejected the Works or a Section or shall certify that the Contractor:
- a) has abandoned the Contract, or
 - b) has without reasonable excuse suspended the progress of the Works for Seven (7) days after receiving from the Project Manager written notice to proceed, or
 - c) despite previous warnings in writing from the Project Manager, is not executing the Works in accordance with the Contract, or is failing to proceed with the Works with due diligence or is neglecting to carry out his obligations under the Contract so as to affect adversely the carrying out of the Works, then the Owner may give 15 days' notice to the Contractor of his intention to proceed in accordance with the provisions of this Clause. Upon the expiry of such notice the Owner may without prejudice to any other remedy under the Contract forthwith terminate the Contract, and enter the Site and expel the Contractor there from but without thereby releasing the Contractor from any of his obligations or liabilities which have accrued under the Contract and without affecting the rights and powers conferred by the Contract on the Owner or the Project Manager. Upon such termination the Owner may himself complete the Works or may employ any other Contractor so to do, and the Owner shall have the free use of any Contractor's Equipment for the time being on the Site.

- 2.30.2 **Valuation at Date of Termination:** As soon as practicable after the Owner has terminated the Contract the Project Manager shall, by or after reference to the parties and after making such enquiries as he thinks fit, value the Works and all sums then due to the Contractor as of the date of termination in accordance with the principles under Certificates and Payment and certify the amount thereof. The amount so certified is herein called 'the Termination Value'.
- 2.30.3 **Payment after Termination:** The Owner shall not be liable to make any further payments to the Contractor until the costs of execution and all other expenses incurred by the Owner in completing the Works have been ascertained and the amount payable certified by the Project Manager (herein called 'the Cost of Completion'). If the Cost of Completion when added to the total amounts already paid to the Contractor as at the date of termination exceeds the total amount which the Project Manager certifies would have been payable to the Contractor for the execution of the Works, the Project Manager shall certify such excess and the Contractor shall upon demand pay to the Owner the amount of such excess. Any such excess shall be deemed a debt due by the Contractor to the Owner and shall be recoverable accordingly. If there is no such excess the Contractor shall be entitled to be paid the difference (if any) between the Termination Value and the total of all payments received by the Contractor as at the date of termination.
- 2.30.4 **Bankruptcy and Insolvency:** If the Contractor shall become bankrupt or insolvent, or have a receiving order made against him, or compound with his creditors, or being a corporation commence to be wound up, not being a members' voluntary winding up for the purpose of amalgamation or reconstruction, or have an administrative order made against him or carry on his business under an administrator or a receiver or manager for the benefit of his creditors or any of them, the Owner shall be entitled:
- a) to terminate the Contract forthwith by notice to the Contractor or to The Chairman, receiver, manager or liquidator or to any person in whom the Contract may become vested, in which event the provisions of Contractor's Default shall apply, or
 - b) to give such administrator, receiver, manager or liquidator or other person the option of carrying out the Contract subject to his providing a guarantee for the due and faithful performance of the Contract up to an amount to be agreed.
- 2.30.5 **Breach of Contract:** The Contractor has committed breach of any of the terms and conditions of Contract or in any case in which the Contractor shall have rendered himself liable to pay compensation.

Legal Bases & Settlement of Disputes

- 2.31.1 **Legal Basis:** The Contract shall be and be deemed to be a Pakistani Contract and shall accordingly be governed by and construed according to the laws for the time being in force in Pakistan. Should any more conditions of Contract be lacking in legal effectiveness on account of ambiguity or for any other reason whatsoever the same shall not impair the validity of any other conditions or of the Contract as a whole. The Pakistani Courts shall have exclusive jurisdiction to hear or determine all actions and proceedings arising out of the Contract, and the Contractor hereby submits to the jurisdiction of the Pakistani Courts for the purpose of any such actions and proceedings.
- 2.31.2 **Settlement of Disputes:** If any differences of any kind whatsoever shall arise between the Owner/Project Manager and Contractor in connection with or arising out of the Contract, or the carrying out of the Works (whether during the progress of the Work or after the termination, abandonment or breach of the Contract), It shall be referred to and settled by the Owner. The Owner will decide the matter within seven (7) days after being requested to do so and shall notify his decision to the Contractor. Such decision in respect of every matter so referred shall be final and binding upon the Contractor until the completion of the Work and shall forthwith be given effect to by the Contractor, who shall proceed with the Work with all due diligence.

Coordination Meetings

- 2.32.1 **Meetings:** Meeting for coordination of progress of the construction work shall be held on Site at discretion of the Project Manager. When the Work at Site is continuing regularly, these meetings shall take place once weekly, on the same day and time, at the Site Office of the Project. The coordination meetings may also be held at the Karachi office of the Owner/Project Manager.

As-Built Drawings

- 2.33.1 **As-Built Drawings:** Contractor during progress of work shall keep a careful record of all changes and corrections from Construction Drawings. Upon completion, Contractor shall submit after approval of Project Manager, 3 (three) sets of As-built Drawings with reproducible showing the Work as actually constructed. These Drawings shall be delivered to the Project Manager within fifteen (15) days of completion of work.

Coordination with Other Contractors

- 2.34.1 **Coordination:** The Contractor shall be responsible for maintaining close coordination with other contractors engaged by the Owner for related works. The Contractor shall be required to provide necessary openings, install inserts etc. And other works as per relevant drawings without any additional cost.

Supply of Water

- 2.35.1 **Contractor:** Shall arrange water required for the execution of work, drinking and other purposes.

Telephone Facility

- 2.36.1 In case of Contractor using telephone land line available on site, then the Contractor will have to pay the bills of telephone line(s)

Supply of Electricity

- 2.37.1 Owner shall supply electricity for the execution of work, other purposes at one point free of cost, if available. Temporary facilities such as conduiting, cables, etc., all are to be arranged by the Contractor at his own cost. Consumption charges shall be borne by the Owner. Contractor should make all efforts to avoid unnecessary consumption.

FORMS

BID FORM

DATE: ____ of _____ 20__

General Secretary, PRGMEA, DHA, Karachi

Sirs,

Furbishment Works for Auditorium at PRGMEA HeadOffice

1. I/We the undersigned, hereby Bid and offer to supply execute and to maintain the Works more particularly described and referred to in the Conditions of Contract, Technical Specification, Drawings, BOQ and other documents (if any) hereto annexed including addenda Nos _____ issued for this Bid and which under the terms thereof are to be supplied and executed by the Contractor and to perform and observe the provisions and agreements on the part of the Contractor contained in or reasonably to be inferred from the Conditions, Specification, Schedules and Drawings for the Contract Price of Rs. _____ (Pak Rupees _____) , the details of which are given in the bill of quantities submitted herewith.
2. I/We further declare that I/We have visited and inspected the Site and have read and understood the Bid documents.
3. I/We hereby undertake in the event of your acceptance of this Bid, if required to execute the Agreement within 15 days from receipt of the Letter of Award and if required to furnish a satisfactory Performance Guarantee in such amount as you may require not exceeding (10%) of the Contract Price stated in the Agreement guaranteeing fulfilment of the Contract, and in accordance with the Conditions of Contract to obtain all insurance stipulated in the Conditions of Contract.
4. I/We undertake to do any extra Work not covered by the above bill of quantities of prices which may be ordered by the Project Manager and hereby agree that the value of such extra Work shall be determined as provided for in the Conditions of Contract.
5. I/We understand that you reserve to yourself the right to accept or refuse this Bid whether it be lower, the same or higher than any other Bid, or for any other reason.
6. I/We agree that this Bid shall remain open for acceptance by you and will not be withdrawn by us for a period of 60 days from the closing date for submission of Bids.
7. The rates and prices which we have entered in the BOQ, shall remain fixed for the entire duration of the Contract, and are inclusive of custom duties, sales tax, local and federal taxes, Iqra surcharge, insurance, port and Octroi charges, royalties, all direct and indirect costs related to and connected to the completion of the Work.
8. A certificate attesting the signatures of our authorized representatives is enclosed.
9. We undertake, if our Bid is accepted, to commence the Work at Site within 10 (ten) Calendar days of the date of issue by the Owner of the Letter of Award, and to sign the Agreement of the Contract with 15 (Fifteen) Calendar days of the date of issue by the Owner of the Letter of Award, and to complete the supply, installation and execution of the whole of the said Work, in conformity with the said Bid Documents, within 6 (six) calendar months of the date of issue by the Owner of the Letter of Award, or such extended time as may be allowed by the Owner from time to time under the Contract.
11. We further agree to abide by this Bid for a period of 60 Calendar days from the date of submission of this Bid, and we agree to be bound by this Bid for that period.

12. Until and unless the Agreement is signed, this Bid and the Owner's written acceptance thereof, shall constitute a binding Contract between us.

Dated this _____ day of _____, 20_____

Signature

Name (in block letters) _____

Designation _____

Seal of the Bidder

Address _____

Duly authorized to sign the Bid on behalf of:

(Name of the Bidder in Block Letters)

Address _____

Witness Signature

Name (in block letters) _____

Designation _____

Address _____

SUB-CONTRACTORS LIST
(For Specialized Work)

DATE: _____ of _____ 20__

We intend to engage, the following Firms as Sub-Contractors for executing Work specified below subject to the Approval of Project Manager. However, we declare ourselves bound to our Bid, even if any of the firms mentioned below is rejected by the Project Manager for any reason whatsoever. We understand, and agree that the approval of any Sub-Contractor, does not relieve us of our sole responsibility for due fulfillment of the Contract.

Name/ Address of Intended Sub-Contractors	Type of Works
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Signature of Bidder

AGREEMENT

This Agreement made on the _____ day of _____ 20____ BETWEEN

(1) Mr. _____ of PRGMEA, DHA,
Karachi _____
hereinafter called the 'Owner' of the one part;

and

(2) Mr. _____ of
_____ hereinafter called the 'Contractor' of the other part.

WHEREAS the Owner wishes to have certain Works executed by the Contractor,

And has appointed <Name of Project Manager/Firm or person designated as Project Manager by PRGMEA> (hereinafter called "the Project Manager") for the purposes thereof and has accepted a Bid by the Contractor for the supply, installation, execution completion and maintenance thereof and the remedying of defects therein in accordance with the Conditions of Contract hereinafter referred to under the direction of the Project Manager in the Contract price of Rs. _____ (Pak. Rupees _____).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions hereinafter referred to.
2. The following documents and their annexure which have been initialled by the parties and bound in herewith shall be deemed to form and be read and construed as Part of this Agreement, via:
 - a. Conditions of Contract
 - b. Technical Specification, B.O.Q. and the Construction Drawings
 - c. The Letter of Award.
 - d. The said Bid.
3. In consideration of the payments to be made by the Owner to the Contractor as hereinafter mentioned the Contractor agrees to supply, install, execute, complete and maintain the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Owner shall pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have hereunto set their respective hands and seal on the day and the year first above written.

Signed, sealed and delivered by the Owner.

Chairman, PRGMEA, DHA, Karachi

In the presence of

Signed for and on behalf of the Contractor

Sign of Witness (with Name, CNIC & Cell No.)

DUTIES AND RESPONSIBILITIES OF PROJECT MANAGER

The Project Manager shall be appointed by the Chairman, PRGMEA, being the 'Owner' of the Project.

The Project Manager shall report to and be answerable to the Chairman only for all duties and responsibilities that lie with the planning and execution and in the best interest of the Project.

He shall be generally responsible for the following:

- a. Planning of the entire project.
- b. Preparation of all documents related to the process of tender, bids and bid evaluation.
- c. Liaison between concerned members and staff of PRGMEA and the Contractor.
- d. Liaison with Government and other Authorities for obtaining permissions as required.
- e. Hold meetings for coordination with contractor for progress of the works.
- f. Prepare and maintain progress reports for the project.
- g. Keep track of all expenses and maintain auditable accounts for the same.
- h. To sign and verify interim bills submitted by the contractor.
- i. To verify the quality of samples and workmanship of on-going works.
- j. To verify actual bill of quantities and compare them with submitted bills.
- k. To issue work completed certificate.
- l. To close the Project and submit reports to all concerned Authorities.

BILL OF QUANTITIES

S. No	ITEM	QTY.
1	Dismantling Works	
2	Making of Steps for Chairs at different levels	
3	False Ceiling of either 4 x 8 ft Gypsum board or 2' x 2' Mineral Fibre board suspended from the ceiling with skirting at the periphery.	
4	Floor Carpet in auditorium.	
5	Floor Tiles at entrance.	
6	Wood and Fabric cladding on walls and columns for sound suppression.	
7	Window blinds.	
8	Paint on walls / ceiling.	
9	Furniture works i.e. podium, desk, chairs, storage cabinet etc.	
10	Air Conditioning works.	
11	Electrical works.	
12	Lighting.	
13	Multimedia display and sound system.	
14	Miscellaneous works.	

Appendix 'A'

PAYMENT SCHEDULE

	Period	Rate	Mode
1	Mobilization Advance	!0% of Contract Value	After award of Work
2	Material on Site payment	Not more than 10% of Contract Price	On submission of Bill by Contractor
3	Installation and Infrastructure	25% of Contract Price	On submission of bill.
4	Finishing Works	25% of Contract Price	On submission of bill.
5	Completion and Commissioning	25% of Contract Price	On submission of bill.
6.	Retention Money		As per details given in Terms of Contract.