

PAKISTAN AIRPORTS AUTHORITY
(Electrical Section JIAP)

TENDER NOTICE

1. Bids are invited in accordance with **PPRA Rule No. 36(b)** from contractors / firms having engineering expertise / resources and valid registration with Pakistan Engineering Council (PEC) in at-least C-6 Category with EE-04 code;

S #	Name of Work	Earnest Money	Date and time of submission	Date and time of opening
01	Provision of cable trays on roof of Terminal-I and allied electrical works at JIAP	Rs. 50,000/-	09-03-2026 1100 Hrs	09-03-2026 1130 Hrs

2. Bids must be submitted electronically as per conditions set out in Bidding documents and guidelines provided by PPRA available on PPRA E-PAD System <http://eprocure.gov.pk> before closing time & date.

3. Tender submitted without required earnest money will not be entertained.

4. PAA reserves all the rights to accept or reject any or all the tenders for sufficient and cogent reasons which will be communicated to bidder on request.

5. **WARNING:** "Pay Order / Bank Drafts or any other financial instruments to be submitted by Bidders and Contractors as "Tender Cost", Earnest Money / Bid Security and Bank Guarantee, if found fake or dishonored by issuing bank / financial institution at any pre / post contract stage of the case, would call for blacklisting and legal action as per law of the land"

(ENGR. WASIM AHMED)
Sr. Joint Director (Electrical)
JIAP, Karachi
Telephone # 021-99071316

Address: Suite # 3041, Jinnah Int'l Airport, JIAP Karachi

CONTRACT DOCUMENT

PAKISTAN AIRPORTS AUTHORITY

NAME OF WORK: Provision of cable trays on roof of Terminal-I and allied electrical works at JIAP



1. Date and time of Receipt of Bid(s)	
2. Date and time of opening of Bid(s)	
3. Submission of Bids	Online through EPADS

[Divisional Engineer]

GENERAL INSTRUCTIONS

- 1) Bids shall be submitted electronically on PPRA EPADS portal.
- 2) Bidders are advised in their own interest to review the contents of Bidding Documents thoroughly and perform due diligence at their own cost prior to participating in the bidding process.
- 3) The Bid Security shall be in the form as prescribed in the Invitation to Bids.
- 4) Original instrument of Bid Security must be submitted at the time of Bid Opening in sealed envelope well before the closing date and time mentioned in Invitation to Bids and its scanned copy must be attached with the electronic bid to be submitted online on EPADS.
- 5) Should a Bidder fail to submit original instrument of Bid Security in sealed envelope before the closing date and time of Bid Opening or does not attach its scanned copy with the electronic bid, their bid shall be rejected outrightly.
- 6) All Bidders are requested to submit the bidding documents in Technical Bid, without making any changes to the original text, complete with drawings, specifications etc. containing the signatures of the Bidder's representative on each and every page of the documents.
- 7) The Bidders are advised to submit physical (hard form) bid in original on the date and time mentioned in the invitation to bids to assist in evaluation, however that is not mandatory. In case of any discrepancies between the bid submitted physically and on EPADS, the latter shall prevail.



DECLARATION

It is hereby solemnly affirmed and declared that I / we are not serving employees of any Government organization including PAA, and that it is further assured that if I / we had been previously engaged with PAA as an employee, then that service or employment had ceased to be in effect two years prior to the date of advertisement for this Work.

It is hereby further solemnly affirmed and declared that no serving or retired employee who has not completed two years after retirement from PAA is employed at our Contracting business.

It is hereby further undertaken and guaranteed that no serving or retired employee who has not completed two years after retirement from PAA shall be permitted to have any financial interest in the said Contracting business during the currency of this Contract with PAA.

It is clearly understood and agreed that in the event of a breach of the above undertaking during the currency of this Contract, the said Contract shall be liable to immediate cancellation in which case the security deposits and all other monies due or which may become due to PAA shall stand forfeited and be absolutely at the disposal of the PAA.

[Contractor's Signatures with Seal]



INVITATION TO BIDS

Date: _____

1. Pakistan Airports Authority invites bids from eligible Constructors licensed by the Pakistan Engineering Council in the appropriate category for the Works named on the cover page.
2. The bidding process shall be conducted in line with the single stage two envelope procedure prescribed under Public Procurement Rules 2004, e-Pak Procurement Regulations, 2023 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the PPRA (from time to time), and is open to all potential eligible bidders registered in the EPADS.
3. All bids must be accompanied by Bid Security in an acceptable form in the prescribed amount.
4. The electronic bids prepared in accordance with the instructions prescribed in the electronic bidding documents must be submitted through EPADS on or before the bid closing date and time. Electronic bids will be opened by using EPADS on the same day 30 minutes after bid closing time.
5. The bidders are required to attach and submit following documents electronically with Technical Bid. Non-submission of supporting documents or furnishing forged documents or concealment of facts or submission of false information may lead to disqualification of such bidder.
 - a) Scanned copy of CNIC, and attested copy to be submitted physically.
 - b) Scanned original valid PEC License, and attested copy to be submitted physically.
 - c) Scanned original valid Electrical Contractor License of Karachi Region, and attested copy to be submitted physically
 - d) Certificate of incorporation /Memorandum & Article of Association or Partnership Deed / Sole Proprietorship etc. (as applicable)
 - e) Previous experience of similar nature works
 - f) Attested copy of valid NTN Certificate
 - g) Affidavit for no blacklisting and details of litigation (if any).
 - h) The bidders are required to provide relevant technical data i.e. brochure or Product Data Sheets with technical bids for compliance of technical specifications.



[Divisional Engineer]



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INSTRUCTIONS TO BIDDERS

1. The invitation to bids shall contain the name of work to be carried out as well as the date for submitting and opening the bids and the time allowed for carrying out the work; also the amount of *bid security* to be deposited with the bid. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by Pakistan Airports Authority (PAA) shall also be open for inspection by the Contractor at the office of the Additional Director / Project Manager / Divisional Engineer during office hours.
2. Where a bid is being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any Partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power-of-attorney to be produced with the bid and a Photostat of the Partnership Deed should accompany the bid.
3. Where a firm of Contractors is an incorporated company registered under the Companies Act, the Contractors shall furnish the following documents:
 - a) Memorandum and Articles of Association together with a copy of certificate of incorporation.
 - b) In case the Contract is to be signed by one of the Directors of the Contractor's Company, a certified copy of the resolution of the Board of Directors or a Photocopy of the General Power of Attorney executed by the Company authorizing such Directors to enter into and sign the Contract with PAA.
4. The memorandum of work and the schedule of materials to be supplied by the PAA and their issue rates, shall be filled, and completed in the office of Divisional Engineer before the bidding document is uploaded on EPADS.
5. The bidder shall also produce a certificate of registration with the Income Tax Authority, and proof of being Active Taxpayer and attach it with the bid.
6. Bidders may request clarification of the Bidding Documents by sending a written query to the PAA through EPADS. The PAA may, if deemed appropriate, respond to the request at least two days before the bid submission deadline.
7. PAA may, at its discretion convene a pre-bid meeting to provide clarifications on the Bidding Documents. If held, the date, time, and venue of the meeting shall be specified on the EPADS. Bidders are encouraged to submit any queries in writing no later than seven (7) days prior to the scheduled meeting. The minutes of the meeting, including all questions raised and responses provided, shall be promptly circulated to all recipients of the Bidding Documents.
8. Bidders are advised to visit and inspect the Site and its surroundings at their own risk and cost, and to conduct all necessary due diligence to obtain sufficient information for the preparation of their bids and execution of the Contract. PAA shall permit such visits, subject to prior coordination; however, bidders and their representatives shall enter the site entirely at their own risk and shall indemnify and hold harmless the PAA, its personnel, and agents from any liability, loss, damage, injury, or expense arising from or related to such visits.
9. PAA may amend the Bidding Documents at any time before the bid submission deadline, either on their own or in response to a bidder's request for clarification, by issuing a written addendum. Each addendum will become part of the Bidding Documents and will be shared with all purchasers, who must acknowledge receipt in writing. If needed, PAA may extend the bid submission deadline to allow bidders sufficient time to consider the changes.
10. Bidders who propose any alteration in the work specified in the said form of an invitation to bid, or in the time allowed for carrying out the work, or which contain any other condition of any sort,



will be liable to rejection. No single bid shall include more than one work, but Contractors who wish to bid for two or more works shall submit a separate bid for each work.

11. No alterations or additions shall be made by the Contractor in the schedule of quantities and rates must be filled in ink (blue or black) or typed out both in figures and words clearly and legibly in the columns provided in the schedule of Quantities. All corrections must be signed by the Contractors.

12. Bidders shall not be reimbursed any cost of any kind whatsoever incurred by them in connection with preparation and submission of their Bids.

13. Arithmetical errors in the bid will be rectified on the following basis:

- a) If there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and if there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the PAA 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.
- b) If the bidder quotes different rates for the same items across sub-heads, or attaches page(s) containing items with varying rates for the same item(s), the lowest unit rate will be considered for evaluation.
- c) If the bidder does not accept the corrected / evaluated amount of bid, their bid will be rejected, and bid security shall be forfeited.

14. Bids shall be accompanied by a Call Deposit Receipt, Pay Order, or a Banker's Cheque of the amount given in the Memorandum as Bid Security. The Bid Security shall be returned to the unsuccessful bidders, after the work has been awarded.

15. The quoted bid rates or amounts shall be inclusive of all taxes (but excluding provincial sales tax on services), duties, and cess, etc as applicable fourteen (14) days prior to the date of bid opening, and no claim on this account shall be entertained by PAA.

16. The completed Bid form shall be submitted in accordance with the instructions prescribed by PPRA for submitting electronic bids through EPADS on or before the closing date and time. Electronic bids will be opened by using EPADS on the same day 30 minutes after bid closing time.

17. Original bid submitted electronically shall also be submitted physically along with *Bid Security* in a Sealed Envelope and addressed and delivered in person or sent by Registered post / courier so that it reaches well in time before the opening date, as notified by the PAA. The sealed envelope shall have the name of work, as mentioned in invitation to bids, written on top of it. In case of any discrepancies between the bid submitted physically and on EPADS, the latter shall prevail. The instrument of Earnest Bid Security shall compulsorily be submitted in physical form on the opening date and time, whereas submission of the bid physically is recommended but not mandatory.

18. When a bid is accepted, a receipt for the *bid security* forwarded therewith shall thereupon be given to the Contractor. In the event of a bid being rejected the *bid security* forwarded with such unaccepted bid shall thereupon be returned to the Contractor.

19. The receipt given by an accountant or clerk for any money paid by the Contractor will not be considered as an acknowledgement of payment to the PAA and the Contractor shall be responsible for seeing that he procures a receipt signed by the Divisional Engineer or his authorized officer.

20. Bids will be opened and read in public on the date and time for the opening. Bids whose bid security is received after the time set for receipt shall be rejected. Bidders who submit their bid security, but their bids are not uploaded on EPADS or fail to show on EPADS will be considered and held as non-participants.





21. Additional Director / Project Manager / Divisional Engineer or his duly authorized representative shall open bids in the presence of intending Contractor who may be present at the time and will enter the amounts of all the bids in a Comparative Statement in a suitable form.
22. PAA reserves the rights to postpone the date or time of submission and opening of Bids. Should the date of opening the Bids be postponed, PAA shall give notice of such postponement.
23. The bid shall remain valid for a period of One Hundred & Twenty (120) days from the date of bid opening. In exceptional cases, before this period expires, PAA may request an extension—no longer than the original validity period. Bidders may refuse to extend the bid validity without losing their Bid Security. Those who agree must extend the Bid Security accordingly but cannot change their bids.
24. PAA is not bound to award the Contract to the lowest or to any Bidder and reserves the right to reject any or all Bids and to waive any formalities in the Bids received such as deviations in the use and presentation of the specified Bidding Documents and forms, if it appears to be in the interest of the PAA.
25. Bid shall be accepted by the competent officer of PAA. The acceptance of the Bid shall bind the Bidder to execute the Contract Agreement within the specified period failing which the Bidder shall forfeit his Bid Security not as penalty, but as liquidated damages.
26. For works costing more than Rs. 10 Million, the Contractor shall furnish to the PAA within fourteen (14) days after receipt of Letter of Acceptance, a Performance Security in the form of an irrevocable Bank Guarantee from the Banks approved by PAA (as per the list provided in Appendix-E to Bidding Documents) for an amount equaling to five percent (5%) of the total amount of bid at the time of signing the agreement. The irrevocable Performance Security shall have validity till thirty (30) days after the date of final completion of works. The bond for Performance Security shall be executed on non-judicial stamp paper of appropriate value.
27. For works costing more than Rs. 65 Million, the Contractor may be given a Mobilization Advance of up to 10% of the bid cost by PAA on production of an irrevocable bank guarantee of an equivalent amount from Banks approved by PAA (as per the list provided in Appendix-E to Bidding Documents). The same will be recovered at the rate of 10% of gross amount of the running bills of the Contractors.
28. Prior to engaging in the bidding process, the bidders should at their own cost, read and acquaint themselves with the PAA's procedure for blacklisting of contractors and suppliers available on PAA website: (<https://paawebadmin.paa.gov.pk/media/fdpcknji/caao-003-escw.pdf>)

Attachment:

- (i) Special Terms & Conditions (Annexure-A)





For PAA

For Contractor

MEMORANDUM

- a) **Name of Work** **Provision of cable trays on roof of Terminal-I and allied electrical works at JIAP**
- b) **General Description of Works** _____

- c) **Bid shall be enclosed with (Bid Security)** Call Deposit Receipt, Pay Order, or a Banker's Cheque from a scheduled Bank in Pakistan, of an amount mentioned in the invitation to bids.
- d) **Security Deposit (including Bid Security)** Five per cent (5%) of the Contract Price.
- e) **Deduction of Income Tax** As per Income Tax Ordinance 2001 amended from time to time.
- f) **Time allowed for the work** **60 Days** (from the date of written order to commence)
- g) **Bill of Quantities** As per attached schedule.

For PAA

(ix)

For Contractor



PAKISTAN AIRPORTS AUTHORITY**NAME OF WORK: Provision of cable trays on roof of Terminal-I and allied electrical works at JIAP**

S.No.	Item of work	Quantity	Unit	Rate tendered		Amount
				In figure	In words	
1	Providing / Fabricating & fixing of 16 SWG perforated bottom MS powered coated tray with 16 SWG MS powered coated cover of size 12"x3" along with 2" bending of 90 degree on both ends (U shape) i/c fixing of MS bracket duly galvanized made of angle iron for support of (L shape) cable tray fitted on surface on the existing RCC Wall with the help of anchor bolts of size 8mm x 30mm etc complete as per the instructions of the Engineer In-charge.	300 Rft	P.Rft			
2	Providing & fixing compact/cubical 16 SWG MS, Feeder Pillar type DB (For Mehran Lounge Main Supply) duly painted size 48"x36"x8"(width 48", height 36", depth 12"), proper locking arrangement, rain cover and comprising on followings i/c making connection & testing on load etc, complete as reqd. 01 No. – 200 Amps, TP, MCCB, Icu 25kA, Ics 19kA 03 Nos. – 50 Amps, TP, MCCB, Icu 25kA, Ics 19kA 01 No. – 40 Amps, TP, MCCB, Icu 25kA, Ics 19kA 03 Nos.– 30 Amps, TP, MCCB, Icu 25kA, Ics 19kA, 01 No. – 16 Amps, SP, MCB , Icu 10kA 01 Set – Phase indication lamps (R.Y.B)	01 Job	P.Job			
3	Providing & fixing compact/cubical 16 SWG MS, Feeder Pillar type DB (for HVAC) duly painted size 48"x30"x12"(width 48", height 30", depth 12"), proper locking arrangement, rain cover and comprising on followings i/c making connection & testing on load etc, complete as reqd. 01 No. – 250 Amps, TP, MCCB, Icu 25kA, Ics 19kA 12 Nos.– 30 Amps, TP, MCCB, Icu 25kA, Ics 19kA, 09 No. – 32 Amps, SP, MCB , Icu 10kA 01 Set – Phase indication lamps (R.Y.B)	01 Job	P.Job			
4	Providing & fixing compact/cubical 16 SWG MS, Feeder Pillar type DB (Lighting DB 1) duly painted size 30"x24"x08"(width 30", height 24", depth 08"), proper locking	01 Job	P.Job			

For PAA

For Contractor

	<p>arrangement, rain cover and comprising on followings i/c making connection & testing on load etc, complete as reqd.</p> <p>01 No. – 200 Amps, TP, MCCB, Icu 25kA, Ics 19kA</p> <p>01 No.– 100 Amps, TP, MCCB, Icu 25kA, Ics 19kA</p> <p>02 Nos. – 50 Amps, TP, MCCB, Icu 25kA, Ics 19kA</p> <p>03 Nos. – 30 Amps, TP, MCCB, Icu 25kA, Ics 19kA</p> <p>01 Set – Phase indication lamps (R.Y.B)</p>					
5	<p>Providing & fixing compact/cubical 16 SWG MS, Wall mounted type DB (Lighting DB 2) duly painted size 30"x20"x10"(width 30", height 20", depth 10"), proper locking arrangement, rain cover and comprising on followings i/c making connection & testing on load etc, complete as reqd.</p> <p>01 No.– 75 Amps, TP, MCCB, Icu 25kA, Ics 19kA</p> <p>03 Nos. – 20 Amps, TP, MCCB, Icu 25kA, Ics 19kA</p> <p>03 No. – 32 Amps, SP, MCB , Icu 10kA</p> <p>15 No. – 16 Amps, SP, MCB , Icu 10kA</p> <p>01 Set – Phase indication lamps (R.Y.B)</p>	01 Job	P.Job			
						Total

Total in Words: _____

For PAA

(xi)

For Contractor

SPECIAL TERMS AND CONDITIONS

1. The contractor shall arrange all tools and plant / test equipments required for execution of work & testing of the system as per B.O.Q.
2. The contractor will be responsible for loading / unloading transportation of all the equipment assuring their safe custody / storage.
3. All safety measures shall be adopted during execution of work as per PAA rules / regulations. The contractor shall ensure safety of their workers during the execution of work & should use overall, fluorescent jackets, safety helmets & belts (PPE's) wherever necessary.
4. No compensation is payable for interruption in the work due to any reason beyond the control of PAA.
5. Neither any conditional tender nor any post raised conditions will be acceptable / entertained.
6. Any damage caused to PAA property / services shall be rectified / made good by the contractor.
7. Arrangement and provisioning of allied facilities such as additional lighting for working done during night and scaffolding / ladders for working on heights will be responsibility of contractor.
8. It is the responsibility of the contractor to obtain passes /permits etc from relevant authority / agency required for execution of said work.
9. The contractor shall indemnify PAA against all third-party claims, including claims of infringement of intellectual property rights including patent, trademark etc. arising thereof.
10. The bid shall be complete in all respects and account for all allied works if and as required.
11. Pay orders / Bank drafts or any other financial instruments to be submitted by contractors & contractors as, "Tender Cost", Earnest Money / Bid Security and Bank Guarantees, if found fake or dishonored by issuing Bank / Financial institution at any pre / post stage of the case, would call for blacklisting and legal action as per law of the land.
12. The amount of LD for each day of delay in completion of the whole of works, or if applicable for any section thereof, shall be as sum equal to 10% (ten percent of the contract price states in the letter of acceptance divided by number of days specified as completion time.
 - i. Where the contract completion time is less than or equal to 200 days = $(10\% \times CP \times N) / T$
 - ii. Where the contract completion time greater than 200 days = $0.05\% \times CP \times N$
CP = Contract price as stated tin letter of acceptance
T = completion as per contract
N = No. of days delayed
 - LD Maximum = 10%
13. In case of any difference or dispute arising between PAA and the contractor in respect of interpretation, conduct or performance of any terms and conditions of this contract, the same shall be referred to DGPAA for decision which shall be final and binding upon both parties to this contract.

Contractor
Signature & Stamp





For PAA

For Contractor

LETTER OF OFFER FOR EXECUTION OF WORKS

I / We hereby submit our offer (bid) for the execution of the work specified in the above written memorandum within the time specified in each memorandum at the rates specified therein, and in accordance with the specifications, designs, drawings and instructions and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

2. I / We understand that all the Schedules and Annexes attached hereto form part of this Bid.

4. I / We agree to abide by this bid for the period of one-hundred twenty (120) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

3. Should this bid be accepted, I / We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto so far as applicable or on default thereof to forfeit and pay to the Pakistan Airports Authority (PAA) the sum of money mentioned in the said conditions.

5. Unless and until a formal Agreement is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

6. I / We undertake, if our bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.

7. I / We understand that you are not bound to accept the lowest evaluated or any bid you may receive.

8. I / We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons submitted a bid for the Works.

9. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a *Bid Security* in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty-eight (28) days beyond the period of validity of bid.

Dated the _____ day of _____ 20_____

Witness

[Signature of Contractor]

Address

The above bid is hereby accepted by me on behalf of PAA.

Dated the _____ day of _____ 20_____

[Signature of Officer by whom accepted]

For PAA

(xiii)

For Contractor



(On appropriate valued non-judicial stamp papers)

FORM OF AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 20____ between **PAKISTAN AIRPORTS AUTHORITY**, established under the Pakistan Airports Authority Act, 2023, having its Head Office at Terminal-I, JIAP, Karachi, through its duly authorized officer (hereinafter called the "PAA") of the one part;

AND

M/s. _____ registered with Pakistan Engineering Council as a licensed Constructor / Operator, having its office at _____ "through its duly authorized person namely _____ (designation) (hereinafter called the "Contractor") (which term shall include its successors-in-interest, authorized representatives and executors) of the other part.

WHEREAS the PAA 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:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Letter of Offer for Execution of Works;
 - (c) The General Conditions of Contract;
 - (d) The Special Conditions of Contract (if attached).
 - (d) The Bill of Quantities;
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the PAA to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the PAA to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The PAA hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month, and year first before written in accordance with their respective laws.

(For and on behalf of Contractor)
CNIC No. _____

(For and on behalf of PAA)

Signed, Sealed and Delivered in the presence of:

Witness (1):

Witness (2):

(Name, CNIC No. and Address)

(Name, CNIC No. and Address)

GENERAL CONDITIONS OF CONTRACT

1 Definitions

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

- 1.1 **“PAA”** means Pakistan Airports Authority and includes its duly authorized agents, successors and assigns.
- 1.2 **“Competent authority”** means an officer of PAA under whose competence the acceptance of bid lies.
- 1.3 **“Contractor”** means the person or persons, firm or Company whose Bid (as hereinafter defined) has been accepted by PAA and includes the Contractor’s personal representatives, successors and permitted assigns, but does not include any sub-contractor.
- 1.4 **“Divisional Engineer”** means an Engineer duly authorized by the PAA for execution of work.
- 1.5 **“Representative of Divisional Engineer”** means any duly authorized officer or officers appointed by the PAA to perform the duties set forth.
- 1.6 The expression **“Works”** means all the works specified or set forth and required in and by the said specifications, drawings and schedule hereto or to be hereafter specified or required in such explanatory instructions and drawings and also in such additional Instructions and drawings as such from time to time, during the progress of the work hereby contracted for, be supplied by PAA.
- 1.7 **“Contract”** means the Conditions of Contract specifications, Drawings, priced schedule of Quantities, Bid and the Contract Agreement.
- 1.8 **“Contract Price”** means the amount / sum stated in the letter of Acceptance, subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.
- 1.9 **“Construction Plant”** means all appliances, equipment or things of whatsoever nature required in or about the execution, completion or maintenance of the Works or Temporary works.
- 1.10 **“Temporary Works”** means all temporary works of every kind required in or about the execution completion or maintenance of the work.
- 1.11 **“Drawings”** means the drawings referred to in the Specifications and any modifications of such drawings approved in writing by the PAA and such other drawings as may from time to time be furnished or approved in writing by the Divisional Engineer.
- 1.12 **“Site”** means the lands and other places on, under, in, through which the works are to be executed or carried out and any other lands or places provided by the PAA for purposes of the Contract.
- 1.13 **“Approved”** means approved in writing including subsequent written confirmation of previous verbal approval and “Approval” means approved in writing including as aforesaid.

1.14 **“Bid”** means a tender, bid, or proposed remuneration, price, or cost submitted by a natural person, firm, corporation, or other legal entity in response to an invitation to bid, expressing the intent to undertake a specifically defined scope of works in conformity with the prescribed specifications, designs, drawings, instructions, and materials as stipulated under the Contract, and in compliance with all other applicable terms and conditions, including any and all annexures, schedules, or supplementary documents attached to or referenced in the offer.

- 2 Extent of Contract** The Contract comprises the construction, completion and maintenance of the Works and except in so far as the Contract otherwise provides, the provision of all labour, materials, construction plant, temporary works and everything whether of temporary or permanent nature required in and for such construction, completion and maintenance so far as the necessity for providing the same as specified in or reasonably to be inferred from the Contract.
- 3 Documents Mutually Explanatory** The several documents forming the Contract are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies, the same shall be explained by the Divisional Engineer whose explanation in this respect shall be final.
- 4 Sufficiency of Bid** The Contractor shall be deemed to have satisfied himself before bidding as to the correctness, completeness and sufficiency of his Bid for the works and of the rates and prices stated in the priced schedule of Quantities which rates and prices shall except in so far as otherwise provided in the Contract cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.
- 5 Inspection of Site** The Contractor shall inspect and examine the Site and its surroundings and shall satisfy himself before submitting the bid, as to the nature of ground and sub soil, the form and nature of the Site, the quantities and nature of the work and materials necessary for the completion of the works and the means of access of the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his Bid.
- 6 Possession of Site** The Divisional Engineer, with the written order to commence the works will give to the Contractor possession of the Site as may be required to enable the Contractor to commence and proceed with the construction of the works in accordance with the program referred to in clause 10 hereof and otherwise in accordance with such reasonable proposals of the Contractor as he shall by notices in writing to the Divisional Engineer make and will from time to time as the works proceed give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the construction of



Works with due diligence in accordance with the said programme or proposals (as the case may be).

7 Drawings

Three copies of each of the approved Drawings shall be furnished by PAA to the Contractor free of cost. The Contractor shall provide and make at his own expense any further copies required by him.

8 Drawings to be kept on Site

One copy of each of the Drawings furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site and the same shall at all times be available for inspection and use by the Divisional Engineer the representative of the Divisional Engineer.

9 Further Drawing and Instructions

The Divisional Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the works such further Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

10 Programme to be furnished

As soon as practicable after the acceptance of his Bid, the Contractor shall submit to the Divisional Engineer for his approval a programme showing the order of procedure and method in which he proposes to carry out the Work and shall furnish for his information, particulars in writing of the Contractor's arrangements for carrying out of the works and the constructional plant and temporary works which the Contractor intends to supply, use or construct, as the case may be. The submission to and approval by the Divisional Engineer or the Representative of the Divisional Engineer of such programme or the furnishing or such particulars shall not relieve Contractor of any of his duties or responsibilities under the Contract.

11 Commencement

The Contractor shall commence the Works on Site after the receipt by him of an order in writing to commence work from the Divisional Engineer and shall proceed for the same with due diligence (time being the essence of the Contract on the part of the Contractor).

12 Contractor's Superintendence

The Contractor shall give or provide all necessary superintendence during the execution of the Works and as long thereafter as the Divisional Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor or his competent, qualified and authorized agent or representative approved by the Divisional Engineer in writing (which approval may at any time be withdrawn) is to be constantly on the Works and shall give his whole time to the superintendence of the same if such approval shall be withdrawn by the Divisional Engineer, the Contractor shall without any delay, after receiving written notice of such withdrawal, remove the Agent from the site and shall not thereafter the employ him again on the Site in any capacity and shall replace him by another agent approved by the Officer, Such authorized agent or representative shall receive, on behalf of the Contractor directions and instructions from the Divisional Engineer or the representative of the Divisional Engineer. The Contractor shall also



employ full time Engineer / Sub-Engineer, duly qualified in Civil / Electrical / Mechanical Engineering and having professional experience of at least three years for the purpose of execution of the proposed works and giving full time engineering / technical superintendence during all phases of execution and for receiving technical directions and instructions from the Divisional Engineer.

13 Contractor's Employees

The Contractor shall provide and employ on the Site in connection with the execution and maintenance of the Works:

13.1 Only such technical personnel as are skilled and experience in their respective fields and such sub-agents, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise.

13.2 Such skilled and semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the Works.

14 Removal of Contractor's Employees

The Divisional Engineer shall have the power to object in writing to and require the Contractor to remove forthwith from the Work any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Divisional Engineer is misconducting himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered reasonably by the Divisional Engineer to be undesirable. Any person so removed from the works shall be replaced without delay by a competent substitute approved by the Divisional Engineer. The Contractor shall not demand the reasons from the Divisional Engineer for requiring the removal of any one of his employees.

15 Supply of Plant Materials and Labour

Except where otherwise expressly specified, the Contractor shall at his own expense supply and provide all the Constructional plants, work materials, both for temporary and for permanent works, labour (including the supervision thereof) transport to or from the site and in and about the works and other things of every kind required for the construction, completion and maintenance of the works.

16 Works to be executed in accordance with specifications drawings etc.

The Contractor shall execute the whole and every part of the work in the most substantial and workman-like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The Works executed by the Contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work issued by the Divisional Engineer.

17 Action where no specification

In the case of any class of work for which there is no such specifications, such work shall be carried out in accordance with the written instructions, and requirements of the Divisional Engineer.

18 Quality of Material,

All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the instructions of the Divisional Engineer and shall be subjected from time to time to such tests as the



Workmanship and Tests

Divisional Engineer may direct at the place of manufacture or fabrication on the Site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the Divisional Engineer. All samples shall be supplied by the Contractor at his own cost. The cost of making all tests specified in the Contract shall be borne by the Contractor.

19 Delegation of Power to Divisional Engineer's Representatives.

The Divisional Engineer may from time to time in writing delegate to the representatives of the Divisional Engineer any of the powers and authorities vested in the Divisional Engineer. Any written instruction or approval given by the representative of the Divisional Engineer to the Contractor within the term of such delegation (but not otherwise) shall bind the Contractor and the PAA, as though it has been given by the Divisional Engineer provided as follow:

- 19.1 Failure of the representative of the Divisional Engineer to disapprove any work or materials shall not prejudice the power of the Divisional Engineer thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- 19.2 If the Contractor shall be dissatisfied by reason of any decision of the representative of the Divisional Engineer he shall be entitled to refer the matter to the Divisional Engineer who shall thereupon confirm, reverse or vary or modify such decision, and whose decision shall be final.
- 19.3 The Agreement shall be rescinded by the PAA and the final measurements shall be recorded by the Divisional Engineer or his any authorized representative shall record the final measurement and Contractor will not claim for any item not recorded by the Divisional Engineer or his representative.

20 Access to Site

The Divisional Engineer and any person authorized by him shall at all times have access to the Works and to the Site and to all Workshops and places where work is being done or where materials, manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every assistance in or obtaining the right to such access.

21 Way leave etc.

The Contractor shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the Site. The Contractor shall also provide with the written approval of Divisional Engineer at his own cost any reasonable additional accommodation at Site required by him for the purposes of the Works.

22 Rate of Progress and permission to work during Night.

The whole of the materials, plant and labour 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 Divisional Engineer. Should the rate of progress of the Works or any



part thereof be at any time in the opinion of the Divisional Engineer too slow to ensure the completion, the Divisional Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as may be necessary and the Divisional Engineer may approve to expedite progress so as to complete the Works by the prescribed time or extended time for completion. If the work is not being carried on by day and by night and the Contractor shall request permission to work by night as well as by day, then, if the Divisional Engineer shall grant such permission, the Contractor shall not be entitled to any additional payments. The contractor shall indemnify the PAA from and against all claims, liabilities, demands, proceedings, costs and expenses whatsoever in regard or in relation to such permission. All work at night shall be carried out without unreasonable noise and disturbance.

23 Time for Completion

Subject to any requirement in the Specification of any portion of the Works before completion of the whole of the works, the whole work shall be completed within the stipulated time.

24 Extension of time for completion

Should the amount of extra or additional work of any kind or other special circumstances of any kind whatsoever (acts of God and events beyond the control of PAA etc.) which may occur be such as fairly to entitle the Contractor to an extension of time for the completion of the work, the Divisional Engineer shall determine and grant such an extension of time. Provided that the Divisional Engineer is not bound to take into account any extra additional work or other special circumstances unless the Contractor has within fourteen (14) days after such work has been commenced or such circumstances have arisen, delivered to the representative of the Divisional Engineer full and detailed particulars of any claim for extension of time to which he may consider himself entitled in order that such claim may be investigated at the time.

25 Termination of Contract for slow progress

If in the opinion of the Divisional Engineer the progress of the Works is slow that it cannot be completed within the prescribed period or within the extended period granted to the Contractor, the Divisional Engineer shall give a notice in writing to the Contractor calling upon him to speed up the work by employing more labour and by increasing the rate of supply of 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 issue, the Divisional Engineer shall have the power to have the works completed through any other agency at the risk and cost of the Contractor. In any such event, the work executed by the Contractor shall be measured up and all plant, machinery, equipment and material at Site will be taken over by the Divisional Engineer after preparing and inventory thereof, such stores to be used for the completion of the work will be at the 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 PAA or expenditure incurred in getting the works executed, shall be recovered from the Contractor.

26 Action and Compensation payable in case of works below specification

If it shall appear to the Divisional Engineer or his representative, that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that any materials or articles provided by him 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 Divisional Engineer specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forth-with rectify, or remove and reconstruct the work so specified and provide other proper and suitable materials or articles at his own cost; and in the event of his failing to do so with in a period to be specified by the Divisional Engineer in his demand aforesaid, then the Contractor shall be liable to pay compensation at the rate of one percent on the total cost of work for every day not exceeding ten days apart from the cost of rectification, while his failure to do so, shall continue and in the case of any such failure the Divisional Engineer may rectify or remove, and re-execute the work which may include additional work necessary to strengthen or set right the unsound work carried out by the Contractor or remove and replace with others, the materials or articles complained of as the case may be at the risk and cost of the Contractor in all respect.

27 Security Deposits

The Contractor shall permit the PAA at the time of making any payment to him for work done under the contract to deduct such sum as will amount to be five per cent (5%) of all money so payable; such deductions to be held by PAA by way of security deposit. The sum five per cent (5%) of the amount of the bills including the earnest money held by the PAA by way of security deposit shall be paid back to the Contractor after the satisfactory expiration of Period of Maintenance as defined in the clause 49 hereof.

28 Forfeiture of Security deposit

28.1 In any case in which under any clause, or clauses of this agreement the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deduction by instalments) the PAA shall have the power in its own discretion to adopt any of the following courses, best suited to the interest of the PAA.

- a) To rescind the Contract (of which recession notice in writing by the Divisional Engineer to the Contractor shall be conclusive evidence) and in which case the security deposit of the Contractor as available with the PAA shall stand forfeited and be absolutely at the disposal of PAA.
- b) To employ labour paid by PAA and to supply materials to carry out the work or any part of the work debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the Divisional Engineer shall be final and conclusive against the Contractor) and crediting him with the new value of the work done, in all respect in the same manner and at the same rates as if it had been

carried out by the Contractor under the terms of his Contract, the certificates of the Divisional Engineer as to the value of work done shall be final and conclusive against the Contractor.

- c) To measure up the work of the Contractor and to take such part thereof as shall be unexecuted out of his hand, 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 the original Contractor, if the whole work had been executed by him (of the amount of which exceed, the certificate in writing to the Divisional Engineer shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by the PAA under the contract or otherwise or from his security deposit, or the proceeds of sale thereof or a sufficient part thereof.

28.2 In the event of any of the above courses being adopted by the PAA, 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 any engagements or made any advance on account of or with a view to the execution of the work or the performance of the Contract. And, in case the Contract is rescinded under the aforesaid provisions, the Contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract. Unless and until the Divisional Engineer will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified. Again, the Contractor will not in any manner hinder or prevent the owner or Divisional Engineer or any of the workmen and other employed by him from proceeding to complete the said buildings and works as aforesaid.

29 Liquidated damages for delay

If the Contractor fails to complete the works within the stipulated time for completion prescribed under the Contract, or any extended time allowed for completion in accordance with the Contract, then the Contractor shall pay to the PAA a sum equal to ten (10) per cent or less of the Contract Price as liquidated damages (and not as a penalty) for the delay beyond the time prescribed in the Contract or the extended time for completion, as the case may be. The said sum shall be payable by the sole fact of the delay without the need for any previous notice or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. The PAA may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract.

30 Notice to be given before work is covered up

The Contractor shall give not less than five clear days' notice in writing to the Divisional Engineer or his representative before covering up or otherwise placing beyond the reach of measurement of any work, in order

that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement without the consent in writing of the Divisional Engineer or his representative, and if any work shall be covered up or placed beyond the reach of measurement without such notice have been given or consent obtained the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work on the materials, with which the same was executed.

31 Suspension of work

The Contractor shall on the written order of the Divisional Engineer suspend the progress of the works or any part thereof for such time or times and in such manner as the Divisional Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Divisional Engineer. The extra cost (if any) incurred by the Contractor in giving effect to the Divisional Engineer's instructions under this clause shall be borne by the Contractor, if such suspension is:

- a) as per the provision of the contract, or
- b) Necessary for the proper execution of the work or by reason of weather conditions affecting the safety or quality or the Works or by some default on the part of the Contractor, or
- c) Necessary for the safety of the works or any part thereof.

32 Care of works

From the commencement to the completion of the Works, the Contractor shall take full responsibility for the care thereof and of all temporary works, and in the event that any damage, loss or injury should happen to the Works or to any part thereof or to any temporary works from any cause whatsoever (save and except the "expected risk(s)" as defined in clause 33 hereof), the Contractor shall at his own cost repair and make good the same so that at completion, the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and the Divisional Engineer's instructions. The Contractor shall also be liable for any 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 Clause 50 hereof. The Contractor shall be fully responsible for the review of the Engineering design and details of the works and shall inform the PAA of any mistakes or incorrectness in such design and details which would affect the works.

33 Expected Risk

The "Expected Risk" are hostilities (where war be declared or not) invasion, act of foreign enemies, rebellion revolution insurrection or military or usurped power civil war or (otherwise than among the Contractor's own employees) riot, commotion or disorder or use by occupation by the PAA of any portion of the Works in respect of which a certificate of completion has been issued or any such operation of the forces of nature as reasonable foresight and ability on the part of the Contractor could not foresee or reasonably provide against (all of which are herein collectively referred as "the expected risk").

- 34 Damage to persons and property.** The Contractor shall (except if and so far as the Contract provides otherwise) indemnify and keep indemnified the PAA and its Employees from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or omissions of the Contractor or its agents, employees, servants or subcontractors in the execution of the Contract.
- 35 Accident or injury to Workmen** The PAA shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other persons in the employment of the Contractor or any sub-contractor. The Contractor shall indemnify and keep indemnified the PAA against all such damages, compensation and against all claims, demands, proceedings, cost charges and expenses whatsoever in respect thereof or in relation thereto.
- 36 Insurance** The Contractor shall obtain and keep in force policies in respect of Erection All Risks, Contractor's All Risks and Workmen's Compensation act, which shall apply specifically and solely to the Contractor and shall fulfil all Contractor's obligations for Insurance in connection with this Contract from an Insurance Company in Pakistan having at latest AA rating from PACRA / JCR-VIS.
- 37 Compliance with Statutes, Regulations etc.** The Contractor shall conform in all respects with any such Statutes, Ordinances, Laws, Regulations, Bye-laws or requirements of any such local or other authority / authorities which may be applicable to the Works or to any Temporary Works and shall keep the PAA indemnified against all penalties and liability of every kind for breach of any such Statutes, Ordinances, Laws, Regulations, Bye-laws or requirements.
- 38 Fossils etc.** All fossils, coins, article of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the Works shall as between the PAA and the Contractor be deemed to be the absolute property of the PAA and the Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the PAA of such discovery.
- 39 Variation** The Divisional Engineer may introduce any variations to the form, quality or quantity of the work or any part thereof which he considers necessary and for that purpose or if for any other reasons it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:
- a) increase or decrease the quantity of any work included in the Contract;
 - b) omit any such work;
 - c) change the character or quality or kind of any such work;

- d) change the levels, lines position and dimension of any part of the Works; and
- e) execute additional work of any kind necessary for the completion of the works.

and no such variation shall in any way vitiate or invalidate the Contract nor it will entitle the Contractor of any claims for compensation whatsoever, but the value (if any) of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

40 Order for variation to be in writing

No such variation shall be made by the Contractor without an order in writing from the Divisional Engineer. Provided that, subject to the provisions of the Contract, no order in writing shall be required for any increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities. If for any reason, Divisional Engineer considers it desirable to give any such order verbally, the Contractor shall comply with such order but shall get it confirmed in writing from the Divisional Engineer within four days of the issue of such verbal order.

41 Valuation of Variation

41.1 The Divisional Engineer shall determine the amount (if any) to be added to or deducted from Contract Price in respect of any variation, addition, or omission made by his order. The valuation of any variation, addition or omission shall be calculated on the basis of the unit prices contained in the Bill of Quantities if in the opinion of the Divisional Engineer the same shall be applicable; if not then on the market rates.

41.2 No deviation from specifications stipulated in the Contract or additional items of work shall be carried out by the Contractor unless the rates of the substituted, extra, altered or additional item have been approved in writing by the competent authority failing which the PAA will not be bound to entertain any claim on this account.

42 Quantities

The quantities set out in the Bill of Quantities are the estimated quantities of the work but they are not to be taken as the actual and correct quantities of the works to be executed by the Contractor in fulfilment of his obligation under the Contract.

43 Work to be Measured

The Divisional Engineer shall except as otherwise stated ascertain and determine by measurement the value of work done in accordance with the Contract. The Divisional Engineer shall, when he requires any part or parts of the Works to be measured, give notice to the Contractor or the Contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Divisional Engineer or his representative in making such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or fail to send such agent, then the measurement made by the Divisional Engineer or approved by him shall be taken to be the correct

measurement of the work. The purpose of measuring is to ascertain the volume of work executed by the Contractor and therefore determine the amount of the monthly payments.

**44 Method of
Measurement**

The works shall be measured, notwithstanding any general or local custom except where otherwise specifically described or prescribed in the Contract.

**45 Clearance of Site
on Completion**

On the completion of the Works, the Contractor at his own cost shall clear away and remove from the Site all Constructional plant, surplus materials, rubbish and Temporary Works of every kind and leave the whole of the Site and works clean and in a workman-like condition to the satisfaction of the Divisional Engineer, rubbish should be disposed of in the manner as directed by the Divisional Engineer or his representative.

**46 Certificates for
Completion of
Works**

46.1 When the whole of the Works have been substantially completed and have satisfactorily passed any test on completion as prescribed by the Contract, the Contractor may give a notice to that effect to the Divisional Engineer accompanied by an undertaking to finish any outstanding work during the Period of Maintenance. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor, for the Divisional Engineer to issue a Certificate of Substantial Completion in respect of the Works. The Divisional Engineer shall, within twenty-one (21) days of the date of delivery of such notice either issue to the Contractor a Certificate of Substantial Completion 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 his opinion, are required to be done by the Contractor before the issuance of such Certificate. The Divisional Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the work specified therein. The Contractor shall be entitled to receive such Certificate of Substantial Completion within twenty-one (21) days of completion, to the satisfaction of the Divisional Engineer, of the work so specified and making good any defect so notified. Upon issuance of the Certificate of Substantial Completion of the Works, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work during the Period of Maintenance.

46.2 Upon satisfactory completion of the work outstanding on the Works, the Divisional Engineer shall within twenty-eight (28) days of the expiration of the Period of Maintenance issue a Certificate of Final Completion to the Contractor. The Contract shall be deemed to be completed upon issuance of such Certificate, provided that the provisions of the Contract which remain unperformed shall remain in force for as long as is necessary to dispose of any outstanding matters or issues between the Parties.

47 Period of Maintenance

The "Period of Maintenance" shall be of two years duration unless otherwise specified in the Special Conditions of the Contract, calculated from the date of completion of the Works stated in the Certificate of Substantial Completion issued by the Divisional Engineer in accordance with the Clause 46 hereof or, in respect of any Section or part of the Works for which a separate Certificate of Substantial Completion has been issued, from the date of completion of that Section or part as stated in the relevant Certificate. The expression "the Works" shall, in respect of the "Period of Maintenance", be construed accordingly.

48 Completion of Outstanding Works and Remedying Defects etc.

During the Period of Maintenance, the Contractor shall finish the work, if any, outstanding at the date of the Certificate of Substantial Completion, and shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Divisional Engineer during the Period of Maintenance and within fourteen (14) days after its expiration, as a result of an inspection made by or on behalf of the Divisional Engineer prior to expiration of the Period of Maintenance. To the intent that the works shall as soon as practicable after the expiry of the Period of Maintenance be delivered to the PAA in as good and perfect condition (fair wear and accepted tear) to the satisfaction of the Divisional Engineer as that in which they were at the commencement of the Period of Maintenance. All such outstanding work shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Divisional Engineer, be due to the use of material or workmanship not in accordance with the Contract, or to neglect or failure on the part of the Contractor to comply with any obligation expressed or implied, on the Contractor's part under the Contract. In case the Contractor fails to comply with the requirements of the notice within ten days from its issue, the Divisional Engineer shall have the power to have the works completed through any other agency at the risk and cost of the Contractor.

49 Refund of Security Deposits

The Security Deposit shall not be refunded prior to two years after the completion of the whole work, unless and until a certificate is issued by the Divisional Engineer for successful and satisfactory passing of the Period of Maintenance with no other liability on the Contractor.

50 Contractor's Liability for Damage done

If the Contractor or his workmen or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, road kerbs, runway, taxiway, apron, culverts, ducts, fence enclosure, water pipes, cables, drains, electric or telephone or wire poles, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work, while in progress from any cause whatsoever, or any imperfections become apparent in it within three (03) months after a certificate, final or otherwise of its completion shall have been given by the Divisional Engineer as aforesaid, the Contractor shall make the same good at his own expense, or in default, the Divisional Engineer may cause the same to be made good by other workmen, and deduct the expense (of

which the certificate of the Divisional Engineer shall be final) from any sums that may then, or at any time thereafter may become, due to the Contractor, or from his security deposit or the proceeds of the sale thereof, or a sufficient portion thereof.

**51 Assignment &
Sub-Letting**

The Contractor shall not assign or sublet the Contract or any part thereof or any benefit or interest thereon or there under without the prior written consent of PAA. In case of failure, the Divisional Engineer shall by giving Notice in writing rescind the Contract and have the Works executed at the risk and cost of the Contractor.

**52 Stores to be
supplied by PAA**

If the specification or estimate of the work provides for the use of any special description of materials to be supplied by PAA or if it is required that the Contractor shall use certain stores to be provided by the PAA (such materials and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the Contractor, but not so as in any way to control the meaning or effect of this Contract, specified in the schedule of memorandum hereto annexed). The Contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purpose of the Contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the Contractor under the contract or otherwise or against or from the security deposit, or the proceeds of sale thereof. All materials supplied to the Contractor shall remain the absolute property of PAA and shall not on any account be removed from the Site of the work and shall at all times be open to inspection by Divisional Engineer. Any such material unused and in perfectly good condition at the time of the completion or termination of the Contract shall be returned to PAA; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him, as aforesaid being unused by him, or for any wastage in or damage to any such materials.

**53 Bills to be
submitted monthly**

A bill shall be submitted by the Contractor each month on or before the date fixed by the Divisional Engineer for all works executed in the previous month and the Divisional Engineer shall take or cause to be taken the requisite measurement for purposes of having the same verified, and the claim, as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed as aforesaid, the Divisional Engineer may prepare a bill which shall be binding on the Contractor in all respects.

**54 Completion
drawings**

The completion report of the work along with drawings on prescribed proforma shall be submitted by the Contractor in five copies along with the final bill. In case of failure to submit the completion report and completion drawings by the Contractor on the basis of which the work has been finally completed, the final bill shall be withheld till their submission. The completion report and drawings should be complete in all respects.



Works relating to maintenance do not come under the preview of this clause.

55 Final Bills

The final bill shall be submitted by the Contractor within one month from the date of completion of the Works otherwise the Divisional Engineer's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties, and will not be called in to question by anyone.

56 Urgent repair

If by reason of any accident or failure or other event occurring to or in connection with the Works or any part thereof during the execution of the Works or during the Period of Maintenance any remedial or other work on repair shall in the opinion of the Divisional Engineer or his representative be urgently necessary and the Contractor is unable or unwilling at once to do such work or repair, the Divisional Engineer may by his own or other workmen do such work or repair as the Divisional Engineer or his representative may consider necessary. If the work or repair so done by the Divisional Engineer is work which in the opinion of PAA the Contractor was liable to do at its own expense, under the Contract, then all costs and charges properly incurred by the PAA, in so doing shall on demand be paid by the Contractor to the PAA or may be deducted by PAA from any monies due or which may become due to the Contractor. Provided always that the Divisional Engineer shall as soon as after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

**57 Bribes,
Commission etc.**

Any bribe, commission gift or advantage given promised or offered by or on behalf of the Contractor or his partner, agent, or servant in relation to obtaining or to the execution of this or any other Contract with PAA, or given, promised, or offered by, or on behalf of, the Contractor, or his partner, agent, or servant, to any officer or person in the service or employment of PAA, who shall be in any way connected with the obtaining or the execution of this or any other Contract, shall in addition to any criminal liability, which he may incur subjects the Contractor to cancellation of this Contract, and also to payment of any loss resulting from any such cancellation. Any question or dispute to the commission of any offence under this Clause shall be settled by the PAA, in such manner as it deems fit and sufficient and its decision shall be final and conclusive.

**58 Law governing the
contract**

This Contract shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws. Resort to litigation by either of the parties in respect of any disputes should be had only before a court of appropriate and competent jurisdiction.

**59 Increase or
Decrease of Cost.**

59.1 The Contractor is deemed to have quoted rates given in the Contract (Bill of Quantities) based on the prices of certain specified materials



prevalent in the month during which the last day of the submission of Bid fell.

- 59.2 No price adjustment shall be allowed under this clause except in respect of the materials specified in Appendix-A to Bidding Document which have actually been incorporated in the Permanent Works during the corresponding period of increase or decrease.
- 59.3 Adjustment shall be allowed for the specified materials according to the method prescribed in the Appendix-A to Bidding Document.
- 59.4 All claims for additional payments under this Clause shall be lodged by the Contractor with the Divisional Engineer within such reasonable time from the date of occurrence of the event which, according to the Contractor, entitles him to such additional payments by PAA, but in no case after the expiry of twenty-eight (28) days thereof, such claims shall invariably be supported with all relevant necessary details and particulars required for proper verification thereof and the Divisional Engineer shall be entitled to require the Contractor to provide such further details / information as may be required for due and effective verification of such claims.
- 59.5 The Divisional Engineer shall verify and certify for payment, if any, claims lodged by the Contractor under this Clause within a period not exceeding twenty-eight (28) days from the date on which the same are submitted by the Contractor as aforesaid.
- 59.6 In case the PAA is entitled to recover from the Contractor any sum or sums under this Clause arising from any decrease in the said prices for materials, the provisions of this Clause shall apply mutatis mutandis to such recoveries by the PAA.
- 59.7 If the Contractor fails to complete the works within the time for completion, adjustment of prices therefore until the date of completion of the works shall be made using either the indices or prices, whichever are more favourable to the PAA, provided that if extension of time is granted the above provision shall apply only to adjustments made up to the expiry of such extension of time.
- 59.8 No escalation shall be allowed to the Contractor in respect of the period extended for the completion of the work due to his own fault.

**60 Water Supply/
Power Supply etc.**

The Contractor should make his own arrangement for water and power supply required for execution of work and nothing will be paid for the same, by the PAA. Provided that in case water supply is allowed by the PAA to the Contractor from water mains passing through areas where the work is required to be carried out, the Contractor shall pay the cost of water to the department at one-half (1/2) per cent of the total cost of work for drinking purpose and one (01) per cent of the total cost of the items of work involving use of water (that is for constructional purposes). The Contractor shall bear full charges for laying its water lines of all length and size / dimensions from the mains to the site of his underground tanks as he may require and construct for storage purposes at its own cost.



For PAA

For Contractor

- 61 Abandonment of work by PAA.** PAA shall have the power to abandon any work whether in progress or otherwise and in such an event, the Contractor shall have no claim for any compensation of any kind whatsoever from PAA except the actual cost of the work executed at the Site under the Contract for which the contract requires payment to be made.
- 62 Materials obtained from excavation & dismantling.** All materials (e.g. stone and other materials) obtained in the work of dismantling, excavation etc., will be considered PAA property and may be issued to Contractor (if they require the same for their own use) at rates approved by the Divisional Engineer. If these materials are not required by them, they will be disposed of as found fit by the PAA.
- 63 Danger Signs to be provided by Contractor** Lights for illumination, danger signs for warning, and information / cautionary signs in approved colours and sizes shall be provided by the Contractor wherever required at his own cost on the barriers as directed by the Divisional Engineer.

For PAA

(17)

For Contractor



SPECIAL CONDITIONS OF CONTRACT

6 Possession of Site

(Substitute the clause 6 with following text)

- 6.1 The Divisional Engineer shall, together with the written order to commence the Works, grant the Contractor possession of such portions of the Site as are necessary to enable the Contractor to commence and carry out the Works in accordance with the programme referred to in Clause 10, subject to any sequencing or phasing requirements prescribed in the Contract.
- 6.2 Thereafter, and from time to time as the Works progress, the Divisional Engineer shall grant possession of further portions of the Site, as required for execution of the Works with due dispatch, provided such possession aligns with the Contractor's reasonable proposals as approved by the Divisional Engineer.
- 6.3 The Contractor shall submit any such proposals for staging of site possession in writing to the Divisional Engineer for review and approval, and no right to possession shall arise unless and until expressly granted by the Divisional Engineer.
- 6.4 PAA shall not be liable for any delay or claim arising from staged or partial possession of the Site, provided such staging is consistent with the Contract or approved programme.

10 Programme to be furnished

(For works with a contract price exceeding the financial limit prescribed for PEC Constructor Registration Category C-3, as revised from time to time, Clause 10 shall be substituted with the following text)

- 10.1 The Contractor shall, within fifteen (15) days of receiving the Letter of Acceptance, submit a detailed Programme of Works to the Divisional Engineer for approval. The Programme shall include all activities, including mobilization, and clearly identify critical path items using a computerized Critical Path Method (CPM) format. The Programme shall be updated monthly, incorporating a chart of forecasted principal activities, an updated cash flow schedule for payments, and any revisions necessary to reflect actual progress. It shall serve as the baseline for assessing progress and determining Liquidated Damages under Clause 29. Monthly progress reports shall include an up-to-date analysis of actual versus planned progress, identification of current or emerging critical items, and the Contractor's proposed measures for mitigation.

18 Quality of Material, Workmanship and Tests

- 18.2 Expenditure on account of laboratory testing to ascertain suitability of materials and all other required tests etc. shall be borne by the Contractor.

24 Extension of time for completion

(For works with a contract price exceeding the financial limit prescribed for PEC Constructor Registration Category C-3, as revised from time to time, Clause 24 shall be substituted with the following text)

- 24.1 In the event of:
 - (a) the amount or nature of extra or additional work,
 - (b) exceptionally adverse climatic conditions,
 - (c) any delay, impediment or prevention by the PAA, or
 - (d) other special circumstances which may occur, other than through a default of or breach of contract by the Contractor for which he is responsible, being such as fairly to entitle

the Contractor to an extension of the Time for Completion of the Works, or any Section or part thereof,

the Divisional Engineer shall, after due consultation with the Contractor, determine the amount of such extension and shall notify the Contractor accordingly. Provided that the Divisional Engineer is not bound to take into account any extra additional work or other special circumstances unless the Contractor has within fourteen (14) days after such work has been commenced or such circumstances have arisen, delivered to the representative of the Divisional Engineer full and detailed particulars of any claim for extension of time to which he may consider himself entitled in order that such claim may be investigated at the time.

25 Termination of Contract for slow progress

25.1 In the event of termination by the Divisional Engineer, the Contractor shall have the right to file an appeal before the Director General PAA, within seven (07) days from the receipt of such termination notice. The decision of the Director General PAA shall be final and binding.

29 Liquidated damages for delay

29.2 The amount of Liquidated Damages for each day of delay in completion of the whole of the Works, or if applicable for any Section thereof, shall be imposed at the rate of 0.05% of Contract Price as stated in Letter of Acceptance for each day of delay in completion of the Works. Provided that the amount of Liquidated Damages for delay shall not exceed ten (10) per cent of the Contract Price as stated in Letter of Acceptance in all cases.

29.3 In cases where liquidated damages have been imposed or have been proposed to be imposed, the amount to be retained in lieu of Security Deposit during the Maintenance Period shall be based on the cost of works executed, and not the reduced amount to be paid to the Contractor after imposition of liquidated damages.

29.4 Where a work has been delayed beyond the stipulated date of completion, the Contractor shall be required to extend the securities and insurances as per the revised dates at his own cost.

31 Suspension of Works

31.2 Partial / complete suspension in work is likely to take place during emergency operations and VIP movements etc. labour, equipment, and material, etc. shall be removed from the site of work during such suspension periods to a distance for essential security requirements. No compensation whatsoever on this account shall be claimed by the Contractor for those losses likely to occur. All such unforeseen disruptions during working hours may result in idleness of manpower and equipment and waste of material, etc. for which no compensation shall be paid to the Contractor.

31.3 No compensation is payable for interruption in the work due to any reason beyond the control of PAA.

32 Care of Works

32.2 The Construction materials should be stacked at a suitable place as per the direction of the Divisional Engineer or his representative.

32.3 The work shall be so arranged as not to cause any disturbance to the passengers / functionaries and other agencies working at the airport.

41 Valuation of Works

41.3 For works items described in the priced bill of quantities (BoQ), the valuation of works shall be made as per the evaluated rates provided in the corrected priced BoQ, and

- 41.4 For work items not described in the priced bill of quantities (BoQ) but available in the Pak PWD Schedule of Rates (SoR), the valuation of works shall be made on pro rata basis, and
- 41.5 For work items neither described in the priced bill of quantities (BoQ) nor available in the Pak PWD Schedule of Rates (SoR), the valuation of works shall be made on the basis of actual cost (market rates) plus a lumpsum of twenty-five per cent (25%) as overheads and profit.

47 Period of Maintenance

- 47.2 Period of Maintenance or Defects Liability Period shall be of two years duration.

59 Increase or Decrease of Cost

- 59.9 The Price Adjustment shall be applicable only for the Contracts having stipulated completion period greater than eighteen months and contract price exceeding financial limit of PEC Constructor's Registration Category C-3 as amended from time to time. Contracts having stipulated completion period less than or equal to eighteen months and value equal to or less than the abovesaid limit will be considered as fixed price contracts.

64 Payments to Contractor

- 64.1 PAA shall release payment to the Contractor within fifty-six (56) calendar days from the date of certification of the Contractor's bill by the Divisional Engineer. Should payment be delayed beyond this period, a simple interest at the rate of zero-point zero five percent (0.05%) per annum shall accrue on the unpaid amount, calculated from the day immediately following the due date until the date of actual payment.

65 Settlement of Disputes

- 65.1 Any difference or dispute arising between the PAA and the Contractor regarding the interpretation, execution, or performance of any provision of this Contract shall be referred exclusively to the Director General PAA, whose decision shall be final, conclusive, and binding on both parties. The Contractor shall not initiate or pursue any legal proceedings or remedies in relation to such matters. This shall be without prejudice to the rights of the parties under the applicable laws.

66 Authenticity of Financial Instruments

- 66.1 Any financial instrument, submitted by the Contractor as Bid Security, and Performance Guarantee, if found fake or dishonoured by the issuing bank / financial institution at any pre- / post-contractual stage shall, in addition to any criminal liability, call for blacklisting of the Contractor.

67 Obligations of the Contractor

- 67.1 The Contractor, during the execution of works, shall be responsible for following the instructions and directions of the Divisional Engineer or his representative only.
- 67.2 The Contractor shall be responsible to provide and use quality construction material as per the specifications, and to the satisfaction of the Divisional Engineer.
- 67.3 The Contractor shall strictly adhere to all design requirements and technical specifications established by the Design Engineer and approved by PAA. The charges of which shall be borne by the Contractor, but the additional quantity of any materials used in executing the Works shall be paid as per Contractor's quoted rate.
- 67.4 The Contractor shall clean the existing rusty steel by approved means at his own cost and no compensation whatsoever shall be given to the Contractor.
- 67.5 The Contractor will be fully responsible to arrange security clearance of his workmen employed on the job in accordance with the rules requirements enforced at the time of

- execution and shall not be entitled for any compensation whatsoever on account of wastage of time and labour due to any reason.
- 67.6 The Contractor shall enclose the work / site area as per direction of the Divisional Engineer or his representative at his own cost. He will also ensure safety of workers as well as passenger(s) and airport staff during and after the work hours.
- 67.7 The Contractor shall submit a list of fittings, fixtures, equipment etc. to be dismantled as approved by Engineer In charge accordingly.
- 67.8 Generally, the works will be carried in accordance with Electrical Act 1910 read with Electricity Rules 1937 and any amendments thereto, Pak PWD Specifications for Electrical Works & latest editions of I.E.E rules of Building Equipment.
- 67.9 All wires & Cables to be used for executions of work will be copper conductors.
- 67.10 Damages done by the contractor during execution of work will be made good by the Contractor as per Engineering specifications and to the complete satisfaction of the Divisional Engineer.
- 67.11 The contractor will perform all types of tests as directed by E&M Engineer In charge after / before executions of his work & will submit test reports in this regard if required.
- 67.12 Cost of samples of materials will not be claimed & test charges for all required tests as instructed by the E&M Engineer from Govt. or other authorities will be borne by the contractor without any extra claim of this effect.
- 67.13 The Contractor will submit warranty / guarantees & literature of the Air-Conditioning equipment, Electrical equipment or Mechanical equipment etc as desired by Engineer In charge.
- 67.14 The approved makes of materials, accessories & equipment are provided in Appendix-F. works shall be executed subject to approval of samples from Engineer In charge.
- 67.15 Any equipment / items during execution / testing / commissioning & during maintenance period if burnt out / malfunctioning or broken will be replaced by the contractor without any extra cost.

SCHEDULE OF BASIC PRICES OF SPECIFIED MATERIALS**A) Basic Price Materials (To be filled by the Bidder)**

We confirm herewith that the following prices were prevalent in the month during which the last day of the submission of bidder fell and have been taken as a basis for quoting the prices given in our Bidder.

Adjustment of increase / decrease in price shall only be admissible for the materials listed herein under:

S.No.	Materials	Unit	Basic Price Ex-Factory/Works	Remarks
1	2	3	4	5
1.	Cement i) Ordinary Portland Cement ii) Sulphate Resisting Cement	Bag (50 Kg)		The basis of the rate is the Monthly Statistical Bulletin issued by the Pakistan Bureau of Statistics. -- do --
2.	Steel i) Reinforcement Bars ii) M.S. Sections	Kg		-- do -- -- do --
3.	Bitumen i) Grade 60/70 ii) Grade 80/100 iii) Cutback Bitumen a) Medium Curing b) Rapid Curing	Tonne (1000Kg)		The basis of the rate is the Monthly Statistical Bulletin issued by the Pakistan Bureau of Statistics. If not available then basis would be National Refinery, Attock Refinery or from an approved equivalent source. -- do -- -- do -- -- do -- -- do --

Note:

(1) If the price paid by the Contractor for any of the Specified Materials shall differ from the basic thereof and shall cause an increase or decrease of cost to the extent of five (5) per cent or more to the Contractor in carrying out the Contract, the increase or decrease of such cost shall be adjusted in the Contract Price accordingly. The actual payments shall be made on the basis of quantities actually measured and certified for payment. Any fluctuation in the prices of materials other than the Specified Materials shall not be subject to adjustment of the Contract Price.

(2) The Bidders shall submit satisfactory documentary evidence in support of the rates and prices filled up in this Appendix.

We agree that price variation in the above listed basic prices during the currency of the Contract will be adjusted only to the extent as stipulated under the Conditions of Contract.

Authorized Signatures _____

Name _____

Seal _____

Date _____



For PAA

For Contractor

Appendix - B

MATERIALS TO BE PROVIDED BY PAA

Schedule showing (approximately) materials to be supplied by the PAA under Clause 52 of the General Conditions of the Contract or for work contracted to be executed and the rates at which they are to be charged for

Particulars	Rate at which the material shall be charged to the Contractor		Place of Delivery
	Unit	Rs.	

Note: The person or firm submitting the Bid should see that the rates in the above schedule are filled up by the Divisional Engineer on the issue of the form prior to the submission of the Bid.

For PAA

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For Contractor





For PAA

For Contractor

Appendix - C

PERFORMANCE BOND GUARANTEE

Guarantee No:
Date of Issue:
Amount of Guarantee:
Date of expiry:

By this Bond We (hereinafter called "THE SURETY"), (1) do hereby bind ourselves and our successors and assign jointly and severally by these presents to pay to the PAKISTAN AIRPORTS AUTHORITY, KARACHI (hereinafter referred to as the PAA which term shall include his successors in office and assigns) unconditionally on demand and without further question, the sum of Rs. (Rupees), sealed with our respective seal and dated this

WHEREAS, M/s. (hereinafter referred to as "THE CONTRACTOR") by an agreement made between the PAA of the one part and the Contractor of the part have entered into a Contract hereinafter called "Said Contract" for the Construction, completion and maintenance of as therein mentioned in conformity with the provisions of the said contract and the sum mentioned in the above written Bond represent the amount of Performance Bond to be furnished by the Contractor for due fulfilment of obligations under the said Contract.

NOW THE CONDITION OF the above written Bond is such that if the Contractor shall duly perform & observe all the terms, provisions, conditions & stipulations of the said contract on the Contractor's part to be performed & observed according to the true purpose, intent & meaning hereof as determined by the PAA who shall be the sole judge in the matter, or if on default by the Contractor for which the PAA shall be sole judge the Sureties/Surety shall pay the amount of this Bond to PAA without reference to the Contract, then this obligation shall be null and void but otherwise shall be and remain in full force and effect but no alteration in terms of the said Contract made by agreement, between the PAA and the Contractor or in the text or nature of the works to be constructed, completed and maintained thereunder and no allowance of time by PAA under the said Contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning the said Contract on the part of the PAA shall in any way release the Sureties/Surety from any liability under the above written Bond.

AND WE agree that this Bond shall be irrevocable and the Guarantee hereby given shall be valid up toand that a Certificate signed by the Director Engineering Services / Additional Director, stating that the Bond has become due will be sufficient proof of its forfeiture and we shall pay the amount so demanded without, any further proof of any kind and that the payment shall be made by us forthwith on the receipt of the Certificate of the Director Engineering Services / Additional Director as aforesaid.

Notwithstanding anything contained hereinabove, the Bank's liability under this Guarantee shall in no event exceed the sum of Rs (Rupees.....), and this guarantee shall remain valid up to where after the Bank shall be completely discharged and released from all its liabilities hereunder unless a claim is received before the aforesaid expiry date.

Signed, sealed and delivered by the said in the presences of:

For and on behalf of
M/s

For and on behalf of

CONTRACTOR

SURETY

WITNESSES:

- 1. Signature.
Name.
CNIC:
Address.

- 2. Signature.
Name.
CNIC:
Address.

For PAA

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For Contractor





For PAA

For Contractor

Appendix - D

MOBILIZATION ADVANCE GUARANTEE**(Bank Guarantee)**

Guarantee No. _____

Date _____

WHEREAS the Pakistan Airports Authority (hereinafter called PAA) has entered into a Contract for _____ (Particulars of Contract), with Constructor "M/s _____" (hereinafter called the "Contractor").

AND WHEREAS, PAA 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 this Contract.

AND WHEREAS, PAA has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS, _____ (Scheduled Bank) (hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the PAA agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW, THEREFORE, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above-mentioned Contract and if he fails and commits default in fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to PAA for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the PAA shall be the sole and final judge, on the part of the Contractor, shall be given by the PAA to the Guarantor, and on such first written demand, payment shall be made by the Guarantor forthwith of all sums then due under this Guarantee as determined by the PAA without any reference to the Contractor and without any objection.

This Guarantee shall remain in force until the advance is fully adjusted against payments from the interim Payment Bills of the Contractor or until (Date) _____ whichever is earlier.

The Guarantor's liability under, this Guarantee shall not in any case exceed the sum of Rupees _____ (Rs. _____).

This Guarantee which is unconditional and irrevocable, 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 Bills of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted as payments from interim Payment Bills of the Contractor.

GUARANTOR

For _____

(Bank Limited)

1. Signature _____
2. Name _____
3. Title _____

For PAA

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For Contractor



LIST OF BANKS

Following is the list of approved schedule banks (financial institutions) acceptable to PAA for obtaining Bank Guarantee(s):

Public Sector

- 1) National Bank of Pakistan
- 2) Sindh Bank Limited
- 3) The Bank of Punjab

Private Sector

- 4) Allied Bank Limited
- 5) Askari Bank Limited
- 6) Bank Al Habib Ltd.
- 7) Faysal Bank Ltd.
- 8) Habib Bank Ltd.
- 9) Habib Metropolitan Bank Ltd.
- 10) JS Bank Ltd.
- 11) MCB Bank Ltd
- 12) Samba Bank Ltd.
- 13) Soneri Bank Ltd.
- 14) Standard Chartered Bank Ltd.
- 15) United Bank Ltd.
- 16) Industrial and Commercial Bank of China Ltd.

Islamic Banks

- 17) Al Baraka Bank (Pakistan) Limited
- 18) BankIslami Pakistan Limited
- 19) Dubai Islamic Bank (Pakistan) Limited
- 20) Meezan Bank Limited

LIST OF APPROVED MANUFACTURERS / SOURCES

This list of recommended manufactures / suppliers of different materials / equipment with brand names have been provided in order to establish a standard level of performance. The Contractor is supposed to provide and fix the materials / equipment of acceptable quality from the list or equivalent as approved by the Engineer. Whereas the preference of brand and model will be decided by the Engineer. Material from approved list shall stand rejected, if it fails in any of the specified tests or quality standards.

Sr. No.	Description	Manufacturer/Supplier/Source
Civil Works		
1	Cement (OPC, SR)	Lucky, Pioneer, Maple Leaf, Fauji, Askari, Power, Cherat, DG Khan, Dewan
2	Cement (White)	Kohat, Maple Leaf, Zealpak
3	Construction Chemicals & Sealants	Sika, Fosroc, BASF, Ultra, Fastchem, Vertex, MAPEI, KALON, Mitchell
4	Anchoring / Fixing Systems	Strong hold, Strong force, Hilti, Fischer
5	Sand	Bholari, Lawrencepur or from any other approved source as per Mix Design.
7	Aggregate	From approved source.
8	Steel Reinforcement	Amreli, FF Steel, AFCO, Ittehad, Ittefaq, Fazal, PECO, Razzaque, Metropolitan, Mughal, Pak Steel, Model Steel, Nizami Brothers, Moiz Steel, Poiner, Tayyaba Steel or approved equivalent.
9	Bitumen (Cold)	National Refinery, Attock Petroleum, PARCO
10	Bricks/Blocks	Local (Brand / source to be approved by the Engineer)
11	Ceramic / Porcelain Tiles	Shabbir, Master, Time Ceramic, National, or equivalent imported
12	Vinyl Tiles	Decora, Marflex, A.T.S. Synthetic
13	Wooden Flooring	Sarina, Firstfloor or equivalent
14	Textured Decorative Wall Coating	Rockwall, Wall Tec, Rock Shield, Sand Tec, Graffito, Jotun
15	Aluminium Doors / Windows	ALCOP, Pakistan Cables, Chawla, Prime, Ittehad Aluminium, Thermec, Eng: Co, Alhali Aluminum Co (Pvt) Ltd, Krudson, Lucky or equivalent
16	Aluminium Composite Panel	ALCOP, Chawla, Pakistan Safety Glass (Alucobond), AKB (EuroBond – Exterior. & DuBond – Interior)
17	Paint	ICI (Dulux, Paintex), Berger Robbialac, Nippon, Jotun, Ekotint
18	Powder Coating	Jotun or approved equivalent
19	Concrete Pavers	Tuff Tiles, Izhar, Envicrete, National Pavers, Banu Mukhtar, Magnacrete or equivalent
20	Insulation	Diamond (Jumbolon), Pakistan Insulations, Safe line, Insugreen

Sr. No.	Description	Manufacturer/Supplier/Source
21	Membranes for Roof and Basement walls	Polytec (Henkel Polybit), Hygrip, Roof Grip, A.T.S. Synthetic, Petro Seal, Bitumat (Saudi Arabia), Pakistan Phthalates Limited (Kalon Chemicals Company), Sika Raingard
22	uPVC Doors / Windows	Framez, Uniwin, Nasar Steel, U-Tech, Green Door, V-Make, Chawla
23	Steel Doors and windows	SECCO or any other approved equivalent
24	Termite Proofing	Agenda (Termidor), Biflex, Fiprokil, Mirage, Termicure, Ability
25	Terrazzo Tiles	As approved by Engineer
27	Pre-Engineered Steel Buildings	Zamil, Mammut, Mabani, Kirby, Banu Mukhtar, Izhar, SACHAL
28	Gypsum False Ceiling	Elephant, Lodhia (Arish), DFB, United
29	Glass	Pakistan Safety Glass, Ghani, Al-Fattah, Khawaja, Nowshera Prince or equivalent.
30	Door hardware	Kolf, Sitara Hardware, Jb.Saeed, IM Hardware (Yale), Alpha, Khas, Babar, or approved equivalent.
32	SS Railing	Dah Shi (Taiwan), IIL, or equivalent
33	Medium Density Fibreboard	Al-Noor, ZRK, Nuboard or equivalent.
34	High Density Fibreboard	Patex, Sonitex or equivalent
35	Plywood	Patex, Marineplex or equivalent.
PUBLIC HEALTH WORKS		
1	Sanitary Ware (WC Indian, WC European, Basin / Vanity, Urinal, Flushing Cistern)	Porta, Marachi, Master, ICL, Finecera, Karam, Cera and 3 Star or equivalent.
2	Bottle trap	Porta, Master, Faisal, Sonex, Asia and Super Asia or equivalent.
3	Bath / Kit. Fittings	Porta, Master, Faisal, Sonex or equivalent.
4	PPR-C Pipes & Fitting	Dadex, Beta, Master, Plasco, Turk Plast, Popular Pipe, Accufit, Minhas, Dura Built, IIL, Bultec, Euro Gulf, YAH Plastic Industry, Pelikan Pipe Industry (Civic)
5	uPVC Pipes & Fittings	Dadex, Shavyl, Galco, Beta, Turk Plast, Jamal, Fast Flow, Plasco, Popular Pipe, Master, Accufit, Dura Built, Bultec, Euro Gulf, YAH Plastic Industry, Newtech, Pelikan Pipe Industry (Civic), Prime Star Industries or approved equivalent.
6	RCC Pipe	Shalimar, Pakistan Pipes, National Pipe Industry
7	G.I. Pipes	International Industries Ltd. (IIL), Master Pipe, Jamal, Victory, Steelix or equivalent
8	C.I. Pipes	C.I. Engineering / Corp: Teepu, Alpine, NPC and CME or equivalent.
9	Gate / Sluice Valves	KITZ (Star Corporation), Teepu, Anwer, Asia, Rehman Group, Sirajia Trading co.



For PAA

For Contractor

Sr. No.	Description	Manufacturer/Supplier/Source
10	G.I. Fittings	KITZ (Star Corporation), Health Engineering (HE)
11	C.I. Fittings & Valves	Teepu, Alpine, Sirajia Trading co.
12	C.I. Manhole Cover	CME, Teepu, Alpine, Turk Plast
17	MS Seamless Pipe	Huffaz Industries, Jamal, KITZ, Sirajia Trading co., Master Pipes, Victory
18	PVC Water Stop	Fosroc, Sika, Decora, Marflex
19	HDPE pipe and Fittings	Dadex, Jamal, Plasco, Turk Plast, Beta, Popular Pipe, Accufit, IIL, DURA BUILT, Bultec, Fast Flow, YAH Plastic Industry, Newtech, Pelikan Pipe Industry (Pelikan), Prime Star Industries
21	Water Tank	Master, Super Tuff, Dura, Accufit, Prime Master
22	Kitchen Sink	Porta, Atlas, Asia or approved equivalent
ELECTRICAL & MECHANICAL WORKS		
1	Wires and Cables	Pakistan Cables, Fast, AGE, Newage, GM
2	Air Switch Breaker, Load brake switches, MCCB and MCB etc.	Terasaki Japan, Siemens, ABB, MG, Hager, Schneider Electric
3	Switches and Sockets	Schneider, Philips
4	Down Light/ Batten Lights	Sunlight, Pierlite, Future Technology, Orient
5	Flood Lights	Phillips, Pakistan Lighting, Osram, Eaton, Tungram, GE, Oppl, My Lighting, Butterfly, Osaka, Factor.
6	Fans Ceiling/Exhaust/Bracket	Pak, Royal, SK, Super Asia,
7	UPS	Huawei, Homage, Inverex, Goodwee, Crown, Fronius, APC
8	Tubular batteries	AGS, Phoenix, Osaka, Exide, Volta
9	AC Units	Gree, Haier, Orient, Green Air, Dawlance, PEL, Kenwood
10	Air Curtains	Gree, Haier, Orient, Green Air, Dawlance, PEL, Kenwood or Equivalent
11	PVC Conduits and Pipes	Polupar, Galco, Sheval, Adamjee, GM, Dadex
12	PVC Cable Trunk	Adamjee, Jeddah or equivalent
13	Termination Kit / Straight Jointing Kit	Raychem (Germany), 3M (USA), Elastimod (Egypt)
14	LV main distribution panel	Siemens, PEL, FICO, Schneider Electric, ABB, Sunbeams, Engineers & Engineering, Libra, Hussein & Co., BLS

For PAA

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For Contractor

