



GUJRANWALA ELECTRIC POWER COMPANY LIMITED

TENDER DOCUMENTS ON ITEM RATE BASIS

FOR

**ASSEMBLING, EXCAVATION, ERECTION, MAKING CONCRETE FOUNDATION,
CURING, BACK FILLING, COMPLETE EARTHING ETC TO 31, 36, 45 & 58 FEET LONG
STEEL STRUCTURES AGAINST SAP, DEPOSIT AND VILLAGE ELECTRIFICATION
WORKS ETC.**

VOLUME-1

INSTRUCTION TO TENDERERS TENDER AND APPENDICES FORM OF CONTRACT AGREEMENT AND CONDITION OF CONTRACT

These tender documents can be used for tending on item rate basis and also for signing the contract on the said basis. In the former event the following blank spaces shall invariably be filled out by the respective GEPCO Officer before issuing these Documents to a prospective Tender indicating the said Tenderer is name and address and the category in Which he is registered as Contractor in GEPCO together with designation and address of the officer with whom registered. The said GEPCO Officer shall also affix his date signature and seal in the blank space meant for the purpose. In the latter event i.e. when these Tender Documents are being used for signing the Contract, the following blank spaces shall be struck off.

Name, address and Category of
The Registered Contractor to whom
These Tender Documents are issued.

Designation and Address of the GEPCO
Officer with whom Registered: -

Signature of GEPCO Officer who Issue
these Tender Documents to the above tenderer: -

Name (in Block Letters)
Designation and Address of
GEPCO's above officer:-

**PROJECT DIRECTOR CONSTRUCTION
132 KV COLLEGE ROAD GRID SATTION
NEAR ALAM CHOWK GUJRANWALA.**

GUJRANWALA ELECTRIC POWER COMPANY LIMITED



LOCAL COMPITATIVE BIDDING CONTRACT DOCUMENTS FOR

**ASSEMBLING, EXCAVATION, ERECTION, MAKING CONCRETE FOUNDATION,
CURING, BACK FILLING, COMPLETE EARTHING ETC TO 31, 36, 45 & 58 FEET LONG
STEEL STRUCTURES AGAINST SAP, DEPOSIT AND VILLAGE ELECTRIFICATION
WORKS ETC.**

VOLUME-1

**INSTRUCTIONS TO TENDERS
TENDER AND APPENDICES
FORMS OF CONTRACT AGREEMENT
AND PERFORMANCE BANK GUARANTEE
CONDITION OF CONTRACT**

CONTENTS

VOLUME-1

INSTRUCTIONS TO TENDERERS TENDER AND APPENDICES CONDITIONS OF CONTRACT FORM OF CONTRACT AGREEMENT

INVITATION TO PREQUALIFIED/REGISTERED TENDERERS INSTRUCTIONS TO TENDERERS

	<u>Page</u>
1.. (1) General	11
(2) Source of Funds	11
2. (1) Tender Documents	11
(2) Appendices to Tender	12
3. Preparation of Tenders.....	12
4. (1) Submission of Tenders	12
(2) Copy to be Retained by Tenderer.....	13
(3) Opening of Tenders.....	13
5. Special Stipulation Appendix A to Tender	13
6. Schedule of Materials to be supplied by the employer.....	13
Appendix B to Tender	13
7. (1) Schedule of Specified Materials Appendix C to Tender.....	13
(2) Supply of Cement Reinforcing Steel, Petrol Products and Other Materials	13
8. (1) Bill of Quantities Appendix D- to Tender.....	13
(2) Quantities and Units	14
(3) Unit Rates.....	14
9. Tender Security.....	14
10. Performance Security.....	14
11. Inspection of Site.....	14
12. (1) Sufficiency of Tender.....	15
(2) Requirements for Tender withdrawal and Modification.....	15
13. Award of Contract.....	15
14. Time of Completion.....	15
15. Income Tax and other Taxes.....	15
16. Insurance with NIC.....	15
17. Increase or Decrease of Costs.....	15
TENDER AND APPENDICES	16

TENDER.....	17
Appendix A-Special Stipulation.....	19
Appendix B-Schedule of Materials to be supplied by the employer.....	20
Appendix C-Schedule of Specified Materials.....	21
Appendix D-Bill of Quantities.....	22
Appendix E-Form of Tender Security.....	28

FORMS OF CONTRACT AGREEMENT AND PERFORMANCE SECURITY

Form of Contract Agreement.....	31
Form of Performance Security.....	33
(Unconditional)	

CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

Clause

1. (1) Definitions.....	35
(2) Singular and Plural.....	36
(3) Marginal Headings of Notes.....	36

ENGINEER AND ENGINEER'S REPRESENTATIVE

2. (1) General Role of Engineer.....	36
(2) Duties and Powers of Engineer & Engineer's Representative.....	36
(3) Emergency Powers of Engineer's Representative.....	37

ASSIGNMENT AND SUB-LETTING

3. Assignment	37
4. Sub-letting	37

EXTENT OF CONTRACT

5. Extent of Contract.....	38
----------------------------	----

CONTRACT DOCUMENTS

6. (1) Language.....	38
(2) Documents Mutually Explanatory.....	38
7. (1) Custody of Drawings.....	38
(2) One Copy of Drawings to be kept on site.....	38
(3) Disruption of Progress.....	38
(4) Delays and cost of delay of Drawings.....	38

8. FURTHER DRAWINGS AND INSTRUCTIONS

GENERAL OBLIGATIONS

9..	(1) Contractor's General Responsibilities.....	39
	(2) Contractor's Responsibilities.....	39
	(3) Contract Agreement.....	39
10,	Performance Security.....	39
11.	Inspection of Site.....	39
12.	Sufficiency of Tender-Adverse physical Conditions and Artificial Obstructions.....	40

CONTENTS (Continued)

13.	Work to be to the Satisfaction of Engineer.....	40
14.	Programe of Works to be Furnished.....	40
15.	Contractor's Superintendence.....	40
16.	(1) Contractor's Employees.....	41
	(2) Removal of Contractor's Employees.....	41
17.	Setting out.....	41
18.	Boreholes and exploratory excavation.....	42
19.	Watching and lighting.....	42
20.	(1) Care of Works.....	42
	(2) Excepted Risks.....	42
	(3) Insurance of Works. Etc.....	42
21.	(1) Damage of Persons and Property.....	42
	(2) Indemnity by Employer.....	43
	(3) Third Party Insurance.....	43
	(4) Remedy on Contractors Failure to Insure	
22.	Accident or Injury to Workmen.....	44
23	(1) Giving of Notices and Payment of Fees.....	44
	(2) Compliance with Statutes, Regulations, etc.....	44
	(3) Payments of Income Tax and Other.....	44
	(4) Insurance with NIC.....	44
24.	Fossils etc.....	44
25.	Patent Rights and Royalties.....	44
26.	Interference with Traffic and Adjoining Properties.....	45
27	(1) Extraordinary Traffic.....	45
	(2) Liability in Case of Extraordinary Traffic.....	45
28.	Opportunities for Other Contractors.....	45
29.	Supply of Plant Materials and Labour	45
30.	(1) Site to be kept Clear of Obstruction.....	45
	(2) Clearance of Site on Completion.....	46

LABOUR

31.	(1) Engagement of Labour.....	46
	(2) Supply of Water.....	46
	(3) Alcoholic Liquor or Drugs.....	46

(4) Arms and Ammunition.....	46
(5) Festivals and Religious Custom.....	46
(6) Epidemics.....	46
(7) Disorderly Conduct, etc.....	46
(8) Health.....	46
(9) Observance by Sub-Contractors.....	46
32. Returns of Labour, etc.....	47

MATERIALS AND WORKMANSHIP

33. (1) Quality of Materials and Workmanship and Tests.....	47
(2) Cost of Samples.....	47
(3) Cost of Tests.....	47
(4) Cost of Test etc. not Provided for.....	47
34. Access to Site.....	47
35. (1) Examination of Work before Covering Up.....	48
(2) Uncovering and Making Openings.....	48
36. (1) Removal of Improper Work and Materials.....	48
(2) Default of Contractor in Compliance.....	48
37. Suspension of Work.....	48
Suspension Lasting more than 90 days.....	49

COMMENCEMENT TIME AND DELAYS

38. Commencement of Works.....	49
39. (1) Possession of Site.....	49
(2) Way Leaves, etc.....	50
40. Time for Completion.....	50
41. Extension of Time for Completion.....	50
42. No Night or Friday Work.....	50
43. Rate of Progress.....	50
44. (1) Liquidated Damages for Delay.....	51
(2) Reduction of Liquidated Damages.....	51
45. Certificate of Completion of Works.....	51

MAINTENANCE AND DEFECTS

46. (1) Definition of Period of Maintenance.....	51
(2) Execution of Work of Repair, etc.....	52
(3) Cost of Execution of Work of Repair, etc.....	52
(4) Remedy on Contractor's Failure to Carry out work required	52
47. Contractor to Search.....	52

ALTERATIONS, ADDITIONS AND OMMISIONS

48. (1) Variations	52
(2) Orders for Variations to be in Writing.....	53
49. (1) Valuation of Variations.....	53
(2) Power of Engineer to Fix Rates.....	53
(3) Claims.....	54

PLANT TEMPORARY WORKS AND MATERIALS

50. (1) Plant, etc. Exclusive Use for the Works.....	54
(2) Removal of Plant, etc.....	54
(3) Employer not Liable for Damage to Plant, etc.....	54
51. Approval of Materials, etc. Not Implied.....	54

MEASUREMENT

52. Quantities.....	54
53. Works to be Measured.....	54
54. Method of Measurement.....	55

STATEMENTS CERTIFICATES AND PAYMENTS

55. (1) Monthly Statements.....	55
(2) Monthly Payments.....	55
(3) Payment of Retention Money.....	55
(4) Time for Payment.....	56
(5) Correction and Withholding of Certificates.....	56
(6) Currency of Account and Payments to.....	56
(7) Contractor (7) Payments to the Employer.....	56
(8) Payments of Lump Sums.....	56
56. Approval only by Final Completion Certificate.....	56
57 (1) Final Completion Certificate.....	57
(2) Cessation of Employer's Liability.....	57
(3) Unfulfilled Obligations.....	57

REMEDIES AND POWERS

58.. (1) Forfeiture.....	57
(2) Valuation at Date of Forfeiture.....	58
(3) Payment after Forfeiture.....	58
59. Urgent Repairs	58

SPECIAL RISKS

60. (1) No Liability for War, etc. Risks.....	59
(2) Damage to Works, etc. by Special Risks.....	59
(3) Projectile Missile, etc.....	59
(4) Increased Costs Arising for Special Risks.....	59
(5) Outbreak of War.....	60

(6) Removal of Plant on Termination.....	60
(7) Payment if Contract Terminated.....	60

FRUSTRATION

61. Payment of Event of Frustration.....	61
--	----

SETTLEMENT OF DISPUTES

62 Settlement of Disputes Reference to Court of Law.....	61
--	----

NOTICES

63. (1) Service of Notices on Contractor	62
(2) Service of Notices on Employer.....	62

DEFAULT OF EMPLOYER

64. (1) Default of Employee.....	62
(2) Removal of Plant.....	62
(3) Obligation of Employer.....	62
(4) Rights of Contractor.....	62

DEFAULT OF EMPLOYER

65 (1) Increase or Decrease of Costs.....	62
(2) Contractor to be Diligent to Save Costs.....	62
(3) Fluctuation in Prices of Specified Materials.....	63
(4) Adjustment for Labour Element	63
(5) Formula for Increase or Decrease of Costs in Respect of Labour, Petrol and Diesel.....	64
(6) Conditions for Change of Percentage Co-efficient by Contractor.....	65
(7) Overheads and Profiles Excluded.....	65
(8) Lack of Diligence by Contractor.....	65

GENERAL

66. Bribes.....	65
67 Governing Law.....	65
68. Disposal of Surplus Imported Material or Goods.....	65
69. Wapda Bonds in Law of Securities.....	65

VOLUME II

SPECIFICATIONS AND DRAWINGS

Separate volume

INVETATION TO PREQUALIFIED/REGISTERED TENDERERS.

Dated _____

Tender No. _____

1. The GUJRANWALA ELECTRIC POWER COMPANY (GEPCO) invites sealed Tenders form prequalified/ registered Tenders for furnishing the necessary labour, material, equipment and services for Works and services for ASSEMBLING, EXCAVATION, ERECTION, MAKING CONCRETE FOUNDATION, CURING, BACK FILLING, COMPLETE EARTHING ETC TO 31, 36, 45 & 58 FEET LONG STEEL STRUCTURES AGAINST SAP, DEPOSIT AND VILLAGE ELECTRIFICATION WORKS ETC.
2. Tender documents can be down loaded from **EPAD V 2.0 (PPRA)**.
3. Rs. **400000/- (Four Lac only)** as Bid security in the name of Project Director Construction be attached with Bid. Tenders without Bid Guarantee shall not be opened and shall be considered cancelled.
4. Tender can be **upload on EPAD V-2.0 up to 19-11-2026 before 11.00AM. Tenders will be opened at 11.30AM on 19-11-2026 through EPADS V-2.0** by the GEPCO Tender Opening Committee in the presence of those Tender's representatives who choose to attend the tender opening process at the office of the Project Director Construction GEPCO Gujranwala.
5. Valid Registration with PEC in specific category E04 and E05, Bid Guarantee, Satisfactory Performance certificate from the concerned PD Const. where the firms has executed the works, Registration with FBR / tax related departments and other documents as mentioned in the GEPCO Tender Notice must be attached with offered bid when uploading of EPADS. Bids without pre-requisite documents mentioned above shall not be opened and will be rejected.
6. Original copies of bid guarantees must be submitted to this office upto **11.00AM on 19-11-2026** before tender opening, otherwise tender of concerned participants shall not be opened and will be rejected.
7. **Evaluation of the tender / bid offer shall be made on the basis of least cost / bid offer and having attached documents i.e. PEC valid Registration, Satisfactory performance certificate, Registration with FBR / tax related department, bid security.**

INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS

1. (1) The Gujranwala Electric Power Company (GEPCO) hereinafter referred to as the Employee, through its _____ hereinafter referred to as the engineer, invites contractors to submit tenders for the following works.

General

ASSEMBLING, EXCAVATION, ERECTION, MAKING CONCRETE FOUNDATION, CURING, BACK FILLING, COMPLETE EARTHING ETC TO 31, 36, 45 & 58 FEET LONG STEEL STRUCTURES AGAINST SAP, DEPOSIT AND VILLAGE ELECTRIFICATION WORKS ETC.

- (2) Only those contractors are authorized to submit tenders for the works described in these Contract Documents in who fulfill the criteria mentioned above. Provided, however, that the said contract Documents shall not be issued to a contractor unless he is registered to tender for the respective category of GEPCO works with reference to the area where the works are located. Qualified foreign firms are not precluded from registering and tendering.
- (3) Tenders shall be prepared and submitted in accordance with the instructions set forth herein. These instructions to Tenderers are provided to assist Tenderers in preparing their tenders and do not constitute part of the Contract Documents.

2. (1) The following together comprise the Tender Documents and are Tender a part and parcel thereof: -

Tenders Documents

- a. Invitation to Tender
- b. Instruction to Tender
- c. Tender and Appendices

Condition of Contract

- a. Form of Contract Agreement.
- b. Conditions of Contract.
- c. Specifications.
- d. Drawings.
- E, Addenda (if any)

Appendices to Tender

- (2) Appended to the Tender and forming a part thereof are the following appendices:

- Appendix A. Special Stipulations.
- Appendix B. Schedule of Materials to be Supplied by the employer.
- Appendix C. Schedule of Specified Materials.
- Appendix D. Bill of Quantities.
- Appendix E. Form of Tender Bond.

- (3) Volumes II shall contain specification and drawings and volume I the rest of the above parts.

3. Tender Shall be prepared complete with appendices. In their tenders, Tenders shall observe the following requirements.

Preparation of Tenders

- a. Tenders are to be prepared by filling out the forms provided completely and without alteration. All entries shall be type-written or printed in ink except signatures which shall be written in ink. The completed forms shall be without interlineations or erasures except those interlineations which are necessary to correct errors made by the Tenders, in which case the said interlineations shall be initiated by the person or persons signing the tender.
- b. All entries in the tender are to be in the English language.
- c. The tender must be signed by one duly authorized to do so.
- d. Tenders shall indicate in the space provided in the Tender their full and proper address at which notices may be legally served on them and to which all correspondence in connection with this Tender and the contract is to be sent.

4. (1) One copy of Tender Documents containing the completed Tender, including appendices and the Tender security, shall be uploaded on EPAD which shall be filled out with the Tender's name and address on the front upper left-hand corner.

Submission of Tenders

Condition of contract.

“Tender for”

ASSEMBLING, EXCAVATION, ERECTION, MAKING CONCRETE FOUNDATION, CURING, BACK FILLING, COMPLETE EARTHING ETC TO 31, 36, 45 & 58 FEET LONG STEEL STRUCTURES AGAINST SAP, DEPOSIT AND VILLAGE ELECTRIFICATION WORKS ETC.

Tenders can be uploaded on **EPAD V-2.0 before 11.00 AM dated 19-11-2026** & they will be publicly opened **on 11.30 AM** and read in presence of all the participating firms or their representatives who choose to attend the opening. Tenderers are advised to take means such as timely uploading on **EPADS V-2.0**.

(2) Tenders should retain the other copy of the Tender Documents as their file copy.

Copy to be
Retained by
Tenderer

(3) Only the names of Tenders, the Tender Prices and presence of requisite Tender Security shall be announced.

Opening of
Tenders

8. For ease of reference, certain specific information such as amount of Tender Security limit of retention money, and the like is given in Special stipulations, Appendix-A to the Tender.

Special
stipulations
Appendix-A to
Tender

9. The schedule of Materials to be supplied by the Employer at the option of the contractor (Appendix-B to Tender) lists the materials and goods to be arranged by the employer or the Engineer for the Contractor including also the rates and place or places at which the said materials and goods will be delivered to the Contractor.

Schedule of
Materials to be
supplied by
employer
Appendix-B to
Tender

10. (1) The prices entered in the schedule of specified materials as the basis prices for Ordinary Port Land Cement, Reinforcement steel, Petrol and diesel oil shall be deemed to have been used by tenderers in pricing their bill of quantities for applying the provisions of Clause 65(3) of the conditions of contract.

Schedule of
specified
materials
Appendix-C to
Tender

(2) Except if and to the extent stated otherwise in the Tender documents the Contractor shall at his own expenses arrange and provide all materials, such as, but not limited to cement, reinforcement steel, Diesel oil, petrol, kerosene and lubricants.

Instructions to Tenderers.

- 8 . (1) Tenderers shall enter their Bids for undertaking the works under this Contract in the Bill of Quantities (Appendix-D to the Tender). The Bill of Quantities shall be filled out completely, with all rates and amounts to be expressed in Pakistani Rupees. The unit rates shall not only be expressed in figures but also be expressed in words.

Quantity
and unit

(2) No payment will be made on account of anticipated profits for work covered by the contract which is not performed, nor will any adjustment in the unit rates set forth in the Bill of Quantities be made because of an increase or decrease in the which quantity from the estimated quantity indicated therein.

Unit rates

(3) The unit rates entered in column of bill of Quantities and the lump sum amount (if any) entered in column of the Bill of Quantities will be the rates at which the contractor will be paid and shall be deemed to include all costs of performing the works including income tax, super tan and / or other duties and taxes, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract. The unit rates entered in Bill of Quantities shall be extended to show the total cost of Bill of Quantities for each item. The total of Tender Price and shall be entered in paragraph 1 of the Tender. Where a discrepancy exists between the unit rates and the extended total cost, the unit rate shall be taken as correct and the total amount adjusted accordingly. In the event of discrepancy between unit rates expressed in figures and those expressed. In words, the unit rates expressed in words shall be taken as correct sufficiently.

9

Tender
Security

In order to be considered, Tenders must be accompanied by a Tender Security in the form of a Bank Draft or Cashier's Cheque or Pay Order or a Tender Bond obtained from a Scheduled Bank of Pakistan or it may be a Tender Bond in the form appended to the Tender obtained from a Scheduled Bank of Pakistan in the amount of **Rs. 400000/-**. WAPDA Bonds shall also be accepted in lieu of Tender Security in accordance with the provisions of Clause 69 of the Conditions of Contract. The Tender Security shall remain valid for not less than **Ninety days (90) days** from date set for opening of tenders. The Tender Securities of unsuccessful Tenderers will be returned by the Employer upon award of the contract. The Tender Security of the Successful Tenderer shall be returned upon execution of the Contract Agreement, covering this Work and the furnishing of performance security. Should the successful Tenderer refuse to fail for any reason to enter into the Contract this cheque. Draft or Pay Order (as the case may be) shall stand forfeited.

10. (1) **The successful Tenderer shall be required to furnish 10% Bank Guarantee for the performance of the Contract and may also be deducted from the contractor bills.**

Performanc
e security

(2) If the successful Tenderer desires to make use of his WAPDA Bonds in lieu of Performance Security he shall be required to deposit the Bonds in an amount of 10 percent of the Contract Price in accordance with Clause 69 of the Conditions of Contract.

Inspection
of site

11. Each Tenderer shall inspect and Examine the Site and surroundings and shall satisfy himself before submitting his Tender as to the nature of the ground, the hydrological and climatological Conditions 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 to the Site, the accommodation he may require and in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influences or affect his Tender.

CONDITION OF CONTRACT.

Sufficiency
of Tender

12. Each Tenderer shall be deemed to have satisfied himself before Tendering as to the correctness and sufficiency of his Tender and of the rates and prices stated in the Bill of Quantities, which rates and prices shall, except insofar as it is otherwise expressly provided in the Contract cover all obligations, under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.

Award of
contract

13. Promptly after opening of Tenders, the Engineer will undertake a detailed study and appraisal of the Tenders submitted. The Employer will award the contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender Documents and who has offered the lowest evaluated Tender Price provided further that the Tenderer has the capabilities and resources to carry out the Contract, once the engineer has arrived at a decision regarding the award of the contract, he will inform the successful Tenderer in writing of the said award and the successful Tenderer will, **within fifteen days** of the date of receipt of such letter of award, execute a Contract Agreement in the form set out in the Tender Document with such alterations or additions there to as may be required to adapt such Agreement to the circumstances of the Tender Failure of the successful Tenderer to enter into a contract with the Employer shall be just cause for the annulment of the award and in the event of such annulment the Tender Security of the successful Tenderer shall stand forfeited. **The award then may be made to another Tenderer, or alternatively the Employer or the Engineer may call for new Tenders. In any event the Employer reserves the right to reject any or all tenders and to waive any information in the Tenders, if it appears to be in the best interest of the Employer to do so. Time for**

Time of
Completion

14. All works called for in the Tender Documents are required by Clause 40 "Time for Completion" of the Conditions of Contract to be completed within the time stated in Special Stipulations Appendix-A to the Tender
15. The Contractor shall be responsible to Pay all taxes such as income Tax, Super and all other taxes arising out of the Contract and the rates and. Prices Incorporated In the Bill of Quantities shall be deemed to include all such Taxes.

Insurance
with NIC

16. Attention of Tenderer is drawn to the legal requirement that all Insurance relating of Public Property shall be affected with the National Insurance corporation (NIC) of Pakistan.

Tender and appendices

Condition of Contract.

NAME OF WORKS.....

TENDER FOR CONTRACT NO.....

TENDER

(Note:- The Appendices form a part of the Tender. Each Tender is required to fill up all the blank spaces in this Tender Form and Appendices).

Gujranwala Electric Power Company Gujranwala

GENTLEMEN

1. The undersigned Tenderer, having examined the Conditions of Contract, specifications, Drawings, Appendices to Tender including Bill of Quantities, and Addenda No.....there-to, and having been satisfied as to all condition under which the above named Works must be performed, hereby offers to complete and maintain the works provide the specified services as set forth in the said Tender Documents, including the Addenda there to, for the **total Tender Price of Pakistani Rupees 20.00 Million (Rs)** or such other sum as may be ascertained in accordance with the said Conditions of Contract and the rates currency, components and prices set forth in the Bill of Quantities appended hereto.

2. Should this tender be accepted by you we agree:

(a). to send a representative of representatives having power of Attorney to Pakistan. Immediately upon receipt of the letter of Acceptance of this Tender for the purpose of executing a Contract Agreement in the form set out in the Tender Documents with such alterations or additions thereto as may be required to adapt such Agreement to the circumstances of this Tender.

(b.) to commence the Works within fourteen (14) calendar days after the date of receipt of the Engineer's Order to Commence and to complete the Works except maintenance within the time of completion specified in Appendix-A hereof; and.

(c.) to furnish a performance Security in the form of a bank guarantee from..... to be jointly and severally bound with us in an amount of 10 percent of the above named sum in accordance with the Conditions of Contract within 15 days of the Tenderer's receipt of the Letter of Acceptance.

OR

to deposit WAPDA Bounds in an amount of 10 percent of above named sum in (Name, Branch, & Address of Bank acceptable to you) and furnish the Bank Receipt along with Letter of Undertaking from the Bank in accordance with the terms of Contract.

3. **We agree that this Tender / offered bid shall remain valid for acceptance for a period of One hundred and twenty (120) days from the date set for opening of Tenderer and may be accepted by you at any time before the expiration of such period.**

Condition of Contract.

4. Until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof shall constitute a binding Contract between us.

5. We understand that you are not bound to accept the lowest or any Tender you may receive, and that you will not defray any expenses incurred by us in tendering.

6. As security for the due performance of the undertaking and obligations of this Tender, we submit herewith a **Tender Security Rs. 400000/-** in the amount of Pakistani Rupees drawn in your favour or made payable to you and valid for a period of **Ninety days (90)** days beginning the date Tenders are opened.

7. We understand that all Appendices attached hereto form part of this Tender.

Dated this.....day of20.....

THUNDERED

BY

.....

Title

Address.....

ATTESTED:

.....
Secretary (Seal)

Appendix-A to Tender.

SPECIAL CONDITIONS

For ease of reference, certain information and Special Stipulations applicable to the Contract which is the subject of this Tender are set forth herein.

Item	Clause	Requirement
1. Limit of scope of work.		Rs. 20.00 Million for each Tender
2. Amount of Performance security in the of Bank Guarantee or WAPDA Bonds.	10	Ten (10) percent of contract form price in the Letter of Acceptance.
3. Time for Commencement	38	Within 14 days Date of receipt of Engineer's Order to Commence.
4. Time for Completion.	40	As per work order issued by Engineer Calendar days from the date of receipt of Engineer's Order to Commence.
5. Amount of Liquidated Damages.	44 (1).	Rs. 5000/- per day subject to a maximum of ten percent of the Contract Price named in the letter of Acceptance.
6. Period of Maintenance.	46 (1).	6 months from date of issuance of certificate of Completion.
7. Percentage of Retention.	55 (2)	Ten (10) Percent
8. Minimum Amount of Certificate (Running Bills)	55(2)	Rs.....
9. Time within which payment is to be made after Receipt of Engineer's Certificate	55 (4)	Thirty (30) days
11. Repeat Order		15 % (Fifteen %)
12. Extension in contract		Contract may be extended for Further 20.00 million per tender under same terms and conditions of already approved / signed agreement on satisfactory completion and performance with mutual consultation of both parties and after approval from competent authority.

Appendix-B to Tender.

SCHEDULE OF MATERIALS TO BE SUPPLIED BY THE EMPLOYERS

EMPLOYERS The Material (s) and/or good (s) listed in the following table are available with the Employer and will be provided to the Contractor at the prices and places set out therein.

Item	Description	Unit Price (Rs)	Place of Delivery
1	2	3	4

Appendix-C to Tender.

SCHEDULE OF SPECIFIED MATERIALS

For the purpose of Clause 65 (3) of the Conditions "Specified Materials" are the materials set out in the second column of the Table below and the "Basic Price" for any Specified Material is the price set opposite to such material in the fourth column of the said table.

The Basic Prices set out in the Table below will be those prevailing 30 days prior to Tender opening date and shall also be deemed to have been used by the Contractor in arriving at the unit rates entered by him for the items included in the Bill of Quantities. If this table is deleted or left blank, then no escalation on Specified Materials shall be payable.

Item	Description	Unit and Price Point	Basic Price (Rupees)
1	2	3	4
1.	Standard Portland Cement (Sacked).		
2.	Reinforcement Steel		
3.	Petrol		
4.	Diesel		

Appendix-D to Tender.**BILL OF QUANTITIES**

ASSEMBLING, EXCAVATION, ERECTION, MAKING CONCRETE FOUNDATION, CURING, BACK FILLING, COMPLETE EARTHING ETC TO 31, 36, 45 & 58 FEET LONG STEEL STRUCTURES AGAINST SAP, DEPOSIT AND VILLAGE ELECTRIFICATION WORKS ETC. FOR FY-2026-27

TENDER NO. _____ CONST SUB DIVISION _____ DISTRICT/TEHSIL _____

SR. NO.	DESCRIPTION	UNIT	QUOTED RATES WITHOUT PST (Rs.)
1	Excavation / making concrete foundation, curing & back filling of HT Steel Structures (As per WAPDA SDI) of HT Steel Structure 58 feet Long	No.	
2	Assembling, Erection of HT Steel Structure 58 feet long	No.	
3	Excavation / making concrete foundation, curing & back filling of HT Steel Structures (As per WAPDA SDI) of HT Steel Structure 45 feet Long	No.	
4	Assembling, Erection of HT Steel Structure 45 feet long	No.	
5	Excavation / making concrete foundation, curing & back filling of HT Steel Structures (As per WAPDA SDI) of HT Steel Structure 36 feet Long	No.	
6	Assembling, Erection of HT Steel Structure 36 feet long	No.	
7	Excavation / making concrete foundation, curing & back filling of LT Steel Structures (As per WAPDA SDI) of LT Steel Structure 31 feet Long	No.	
8	Erection of LT Steel Structure 31 feet long	No.	
9	Earthing of HT/LT Steel Structures 58, 45, 36 and 31 feet as per Latest GEPCO/Wapda SOP/Standard Design.	No.	
TOTAL			

NOTE:

- 1- All works will be executed strictly as per GEPCO / WAPDA latest standard Design, specification & instructions.
- 2- All kinds of material will be drawn by Engineer Incharge of work. The material will be handed over to the contractor at site except HT/LT P.C Spun Hollow Poles, the same will be collected by the contractor from the designated P.C Pole Plants as per authority letter / Regional Store documents.
- 3- Bid guarantee Rs. **400000/-** be submitted along with Bid Offer.
- 4- Bid Guarantee valid for 90 days from the tender opening date will be retained in this office till the finalization / approval of the tender from competent Authority of the participant Contractors even not lowest in the said tenders.
- 5- In case of emergency GEPCO reserve the right to issue work order to any contractor in any Sub Divn at Project Director Const. GEPCO latest approved rates.
- 6- Tender / Bid offer shall remain valid for acceptance for **120 days** from tender opening date.

ISSUED THROUGH EPADS
BY
PROJECT DIRECTOR CONST.
GEPCO LTD GUJRANWALA.

ISSUED TO

STAMP/SIGNATURE
OF CONTRACTOR
Uploading Date_____

Appendix-E to Tender.

FORM OF TENDER SECURITY

Security Executed on.....

Name of Surety with Address.....

(not other than a Scheduled Bank in Pakistan).....

Name of Principal (Tenderer).....

Sum of Security (express in words and figures).....

Date of Tender.....

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender and at the request of the said Principal (Tenderer). We the Surety above-named are held and firmly bound unto the Gujranwala Electric Power Company (GEPCO), hereinafter called the Employer, in the sum stated above, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, Jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Tender has sub-mitted the accompanying Tender dated.....for
.....for said Employer and

WHEREAS, the Employer has required as a condition for considering said Tender that the Tenderer deposits with the Employer either a certified cheque, or cashier's cheque, or banker's draft or deposit WAPDA Bonds with the specified Bank, equivalent to not less than Rupees.....
(Rs).....or in lieu thereof furnish a Tender Guarantee in like amount from a Scheduled, Bank of Pakistan (or in case of foreign bank under-written by a Scheduled Bank of Pakistan) Conditional as under:-

- (a) (i) that the Tender Security Guarantee shall remain valid for not less than **Ninety Days (90 days)** following the date set for opening of Tenders regardless of the validity period of the Tender Itself, and
- (II) that the Tender Security Guarantees of the unsuccessful Tenderer will be returned by the Employer upon award of the contract, and
- (III) that in event of failure of the successful Tenderer to execute the proposed Contract for such work the entire said sum be paid, immediately to the said Employer as liquidated damages and not as penalty for the successful Tenderer's failure to perform.

NOW, THEREFORE, If the successful Tenderer shall, within the period, specified there for on the attached prescribed forms presented to him for signature, enter into a formal Contract with the said Employer, within the time specified in the Contract Documents and the proper fulfillment of said Contract, or in the event of withdrawal of said Tender within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the sum of

Rupees(Rs)

upon first written demand of the Employer notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Tenderer) has duly performed his obligations to sign the Contract within the time stated above or has defaulted in fulfilling said requirements and the Surety shall pay without objection the sum of Rupees.....(Rs)upon demand from the Employer for the with and without any reference to the Principal (Tenderer) or any other Person.

IN WITNESS WHEREOF, the above bounden Surety executed this Instrument under its seal on the date indicated above, the name and seal of the Surety being thereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY

SEAL

Witness

1.

.....

2.

.....

FORMS OF CONTRACT
AGREEMENT AND
PERFORMANCE SECURITY

FORM OF CONTRACT AGREEMENT

This AGREEMENT, made this..... day of
20Between Gujranwala Electric Power. Company (GEPCO) hereinafter called the Employer
of the one part and.....

.....
..... (hereinafter called the Contractor of the other part)

WITNESSETH:

WHEREAS. Tenders have been received by the Employer for the construction and maintenance of the
.....
.....and the Tender of the Contractor for said construction and
maintenance has been accepted by the Employer.

NOW THEREFORE, for and in consideration at the promises, covenants, and agreements hereinafter
contained and to be performed by the parties hereto, the said parties hereby covenant and agree as
follows.

- (i).. consideration of the covenants and agreement to be kept and performed by the Contractor, and
for the faithful performance of this Contract, and the completion of the work according to the
Specifications and Conditions here in contained, the Employer shall pay and the Contractor
receive and accept as full compensation for everything furnished and done by the Contractor's
under this Agreement the Contract Price stipulated in the Letter of Acceptance, at the times and
In the manner prescribed by the Conditions of Contract.
- (ii) Said work shall be started within Fourteen (14) days of the Contractor's receipt from the
Engineer of a written order to commence, and the Contractor shall fully complete the Works
within... Calendar days after receipt of written Order to commence except for maintenance
which shall be completed 06 months after the certified date of Completion.
- (iii). In this Agreement words and expressions shall have the same meanings as are respectively
assigned to them in the Conditions of Contract hereinafter referred to.
- (iv). The following documents shall be deemed to form, and be read and construed as a part of this
Agreement:
 - (a). The Tender and Appendices A through E
 - (b). The Conditions of Contract.
 - (c). Contract Agreement.
 - (d). Performance Security
 - (e) Specifications
 - (f) The Drawings.

(a) Addenda. Nos. 1 to

(which have been incorporated in the contract)

(b) Letter of Acceptance

IN WITNESS WHEREOF, the parties hereto have executed this Contract in three (3) counterparts, as of the day and year herein above set forth, one copy each to be filed in the offices of the Employer, the Engineer and the Contractor.

GUJRANWALA ELECTRIC POWER COMPANY (GEPCO)

General Manager.....

For & on behalf of:

WITNESS:

By:

.....

.....

(Seal)

(Seal)

.....

Contractor

WITNESS

By.

.....

.....

(Seal)

(Seal)

FORM OF PERFORMANCE SECURITY (UN CONDIONAL)

To:

(Gujranwala Electric Power Company "GEPCO")
(Address of Employer)

WHERE AS.....

(hereinafter called "the Contractor") has undertaken in pursuance of Contract No
datedto execute.....(herein after called "the Contract") AND
WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with
a Bank Guarantee by recognized bank for the sum specified therein as security for compliance with his
obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee,

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on
behalf of the Contractor, up to a total of [In words] such sum being payable in the types and
proportions of such currencies in which the Contract Price is payable and we undertake to pay you,
upon your first written demand and without cavil or argument, any sum or sums within the limits of as
aforesaid. without your needing to prove or to show grounds or reasons for your demand for the sum
specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before
presenting us with the demand.

We further agree that no change or addition to or other modification of the items of the Contract
or of the Works to be performed there under or of any of the Contract Documents which may be made
between you and the Contractor shall in any way released us from any liability under its guarantee, and
we hereby waive notice of any such change, additions or modification.

This guarantee is valid until the date (30 days after the delivering of the Maintenance Certificate
to the Contractor.)

SIGNATURE AND SEAL OF THE GUARANTOR.....

Name of the Bank.....

Address.....

.....

Date.....

CONDITIONS OF CONTRACT

Conditions of Contract.

DEFINITIONS AND INTER PRESENTATION

(1) in the Contract, as hereinafter defined, the following Definitions

Words and expression shall have the meanings hereby Assigned to them except where the context otherwise requires:

- (a) "Employer" Gujranwala Electric Power Company (GEPCO) who will employ the contractor and the legal successors in title to the Employer, but not, except with the consent of the Contractor any assignee of the Employer.
- (b) "Employer's Representative" means the General Manager.... or other person or from time to time to time duly appointed in writing by the Employer.
- (c) "Contractor" means the person or persons, firm or company or joint venture whose tender has been accepted by the Employer and Includes the Contractor's personal representatives, successors and permitted assigns.
- (d) "Contractor's Agent" (or Representative) means the person for the time being or from time to time appointed by the Contractor pursuant to the provisions of Clauses 15 hereof.
- (e) "Engineer" means the P.D. Const GEPCO or other Engineer appointed from time to time by the Employer and notified in writing to the contractor to act as Engineer for the purpose, of the Contract in place of the Engineer so designed.
- (1) "Engineer's Representative" means any Resident Engineer or Assistant of the Engineer or any Clerk of works appointed from time to time by the Employer or the Engineer to perform the duties set forth in Clause 2 hereof, whose authority shall be notified in writing to the Contractor by the Engineer.
- (g) "Works" shall include both Permanent works and Temporary Works.
- (h) "Contract" shall include the Tender and Appendices, the Conditions of Contract, the specifications, the Letter of Acceptance, the Performance Security, the drawings and Addend which have been incorporated in it.
- (i) "Contract Price" means the sum named in the Letter of Acceptance, subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.
- (j) "Constructional Plant" means all appliances or things of whatsoever nature required In or about the execution or maintenance of the Works but does not include material or other things intended to form or forming part of the permanent Works.

Conditions of Contract.

(a)"Temporary Works" means all temporary works of every kind required in or about the execution or maintenance of the Works.

b) ("Permanent Works" means the permanent works to be executed and maintained in accordance with the Contract.

(c)"Specification" means the specification referred to in the Tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Engineer.

(d) "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer as such other drawings as may from time to time be furnished or approved in writing by the Engineer.

(e)"Site" means the land and other places on, under in or through which the Permanent Works or Temporary Works designated by the Engineer are to be executed and any other lands and places provided, by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the Site.

(f) "Approved means approved in writing, including subsequent written confirmation of previous verbal approval and "approval" means in writing. Including as aforesaid. Singular and

Singular
and plural

(2) Words importing the singular only also include the plural and vice where the context requires.

Marginal
headings
or Notes

(3) The marginal headings or notes in these General Conditions shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

(4) The word "Cost" shall be deemed to include costs whether on or off the site.

ENGINEER AND ENGINEER'S REPRESENTATIVE

General rule
of Engineer

2(1)In measuring, valuing, deciding or clarifying the Engineer acts by his skill from his knowledge of the facts and incidents connected with the Contract and in so far as any facts are not within his own knowledge the Engineer shall be at Liberty to Inform himself by enquiry of such person or persons as he may consider necessary, The Engineer shall at all times be considered to be aware of all facts necessary for him to form his own opinion, make his measurements or valuations, give his decisions or orders, make his requisitions, or give or refuse his certificate and he shall be at liberty to certify at such times and in such manner as in his discretion he may think proper.

Duties and
powers of
Engineer and
Engineer's
Representative

(2) The duties of the Engineer's Representative are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract nor except as expressly provided hereunder or elsewhere in the Contract to order any work involving delay or any extra payment by the Employer nor to make any variation of or in the Works

Condition of Contract.

The Engineer may from time to time in writing delegate to the Engineer's Representative any of the powers and authorities vested in the Engineer and shall furnish to the Contractor a copy of all such written delegations of powers and authorities. Any written instruction or approval given by the Engineer's Representative to the Contractor within the term of such delegation (but not otherwise) shall bind the Contractor and the Employer as though it had been given by the Engineer, provided always as follows:

(a) Failure of the Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.

(b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.

Emergency
Powers of
Engineer's
Representative

(3) Notwithstanding the provisions of sub-clause (2) hereof if in the opinion of the Engineer's Representative an emergency occurs affecting the safety of life or of the Work or of adjoining property he may direct the Contractor to carry out all such work or to do all Such things as may be necessary in the opinion of the Engineer's Representative to abate or reduce the risk. The Contractor shall forthwith comply without appeal with any such direction of the Engineer's Representative.

ASSIGNMENT AND SUB-LETTING

Assignment

3. The Contractor shall not assign the Contract or any part hereof of any benefit or Interest therein or there under (otherwise than by a charge in favor of the Contractor's Bankers of any monies due or to become due under this Contract) without the prior written consent of the Employer.

Sub-letting

4. the Contractor shall not sublet the whole of the Works. Except where otherwise provided by the Contract the Contractor shall not sublet any part of the works without the prior written consent of the Engineer (which shall not be unreasonably withheld) and such consent if given shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts defaults and neglects of any sub-contractor, the sub-contractor's agents, servants or workmen as fully as if they were the acts defaults or neglects of the Contractor, his agents servants or workmen. Provide always that the provision of labor on a piece work basis shall not be deemed to be a sub-letting under this clause.

EXTENT OF CONTRACT

Extend of Contract

5. 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 Labor Materials, Constructional Plant. Temporary Works and everything whether of a temporary or permanent nature required in and for such construction, completion and maintenance so far as the necessity for providing the same is specified in or can reasonably be inferred from the Contract.

CONTRACT DOCUMENTS

Language

6 (1) The Contract shall be construed and interpreted according to the English Language.

Documents Mutually Explanatory

(2) Except if and to the extent otherwise provided by the Mutually Contract, the provision of these Conditions of Contract shall prevail over those of any other document forming the Contract, subject to the foregoing the several documents forming the contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the Contractor Instructions there on. Provided always that if, in the opinion of the Engineer compliance with any such instructions shall involve the Contractor In any cost which by reason of any such ambiguity or discrepancy could not reasonably have been foreseen by the Contractor, the Engineer shall certify and the Employer shall pay such addition sum as may be reasonable to cover such costs.

Custody of Drawings

7. (1) The Drawings shall remain in the sole custody of the Engineer but two copies thereof shall be furnished to the Contractor free of charge. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the Contract, the Contractor shall return to the Engineer all Drawings provided under the Contract.

The Contractor shall give adequate notice in writing to the Engineer or the Engineer's Representative of any further drawing or specification that may be required for the execution of the Works or otherwise under the Contract.

One copy of Drawing to be kept on site

(2) One copy of the Drawings furnished to the contractor as aforesaid 'shall be kept by the contractor on the site and the same shall at all reasonable times be available for inspection and use by the Engineer and the Engineer's Representative and by any other person Authorized by the Engineer In writing.

Description of progress

(3) The Contractor shall give written notice to the Engineer whenever planning or progress of the Work is likely to be delayed or disrupted unless any further drawing or order, including a direction instruction or approval, is issued by the Engineer within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered it is late.

Delays and cost of Delay of Drawings

(4) If, by reason of any failure or inability of the Engineer to Issue within a time reasonable in all the circumstances any drawing or order

Condition of Contract.

Further Drawing and Instruction

requested by the Contractor in accordance with sub-clause. (3) of this Clause, the Contractor suffers delay and/or incurs costs then the Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled, under Clause 41 hereof and the Contractor shall be paid the amount of such cost as shall be reasonable.

13. The 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.

GENERAL OBLIGATIONS

Contractor's General responsibilities

9. (1) The Contractor shall, subject to the provisions of the Contract and with due care and diligence, execute and maintain the Works and provide all labor, including the supervision thereof, materials, Construction Plant and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

Contractor's responsibilities

(2) The contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract for, the design or specification of the permanent. Works, or for the design or specification of any temporary works prepared by the Engineer.

Contract Agreement

(3) The Contractor shall when call upon so to do enter in to and execute a contract agreement (to be prepared at the cost of the Employer) in the Form annexed with such modification as may be necessary. Contract may be extended for further Rs. 10.00 million for each tender on completion of the projects / utilization of total bid value on satisfactory performance with mutual consultation and approval of the competent authority under same terms and conditions of already approved agreement.

Performance Security

10 (1) The Contractor shall obtain and furnish to the Employer a Bank Guarantee jointly and severally binding with the Contractor to the Employer Performance Security in a sum stated in the Tender for the due performance of the Contract under the terms of the said Security. The said bank and the Security shall be approved by the Employer and the cost of obtaining and furnishing the Security shall be at the expense in all respects of the Contractor. The performance Security will be released by the Employer not later than 30 days following the date of delivery of the Certificate of Maintenance of Works by the Engineer.

Performance Security

(2) If the successful Tenderer desires to make use of WAPDA Bonds in lieu of Performance Security, he shall be required to deposit the Bonds in an amount of 10 percent of the Contract Price in the Bank specified of WAPDA in accordance with Clause 69 of the Conditions of Contract.

Inspection of site

11. The Contractor shall also be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself, so far as is practicable, before submitting his Tender, as to the form and nature thereof, including the subsurface conditions, hydrological and climatic conditions, the extent and

nature of work and materials necessary for the completion of the Works, the means of access to the Site and the accommodation.

Condition of Contract.

He may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstance which may influences or affect his Tender.

Sufficiency
of Tender

12. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the Works and of the rates and prices stated in the priced Bill of Quantities which rates and prices shall except in so far as it is 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. If however during the execution of the works the Contractor shall encounter physical conditions other than climatic conditions on the Site, or artificial obstructions which conditions or obstructions could not have been reasonably foreseen by an experienced contractor, the Contractor shall forthwith give written notice thereof to the Engineers Representative.

Advise
Physical
Conditions
& Artificial
Obstructions

(a) of complying with any instruction which the Engineer may issue to the Contractor in connection therewith; and

(b) of any proper and reasonable measures approved by the Engineer which the Contractor may take in the absence of specific instructions from the Engineer;

as a result of such conditions or obstructions being encountered. Work to be to the

Work to be
to the
satisfaction
of Engineer

13. The Contractor shall execute complete and maintain the Works in strict accordance with the Contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter (whether mentioned in the Contract or not) touching or concerning the Works. The Contractor shall take instructions and directions only from the engineer or (subject to the Imitations referred to Clause 2 hereof) from the Engineer's Representative.

Program of
Works to
be
furnished

14. As soon as practicable after the acceptance of his Tender the Contractor shall if required submit to the Engineer for his approval a program showing the order to procedure and method by which he proposes to carry out the works and shall whenever required by the Engineer or Engineer's Representative furnish particulars in writing of the Contractors arrangements for the carrying out of the Works and of the Constructional Plant and Temporary Works which the Contractor intend to supply use or construct as the case may be The submission to and approval by The Engineer or Engineer's Representative of such program or the furnishing of such particulars shall not relieve the Contractor of any his duties or Responsibilities.

Contractor
Superinte-
ndence

15. The Contractor shall give or provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may -consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor or a competent and authorized agent or representative

Condition of Contract.

approved of in writing by the Engineer (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 Engineer the Contractor shall as soon as is practicable (having regard to the requirement of replacing him as hereinafter mentioned) after receiving written notice of such withdrawal remove the agent from the Site and shall not thereafter employ him again on the Site in any capacity and shall replace him by another agent approved by the Engineer. Such authorized agent or representative shall receive on behalf of the Contractor directions and instructions from the Engineer or (subject to the limitations of Clause 2 hereof) the Engineer's Representative.

Contractor's Employees

16. (1) The Contractor shall provide and employ on the Site in connection with the execution and maintenance of the Works.

(a) Only such technical assistants as are skilled and experienced in their respective callings and such sub-agents foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and

(b) such skilled and un-skilled labour as is necessary for the proper and timely execution and maintenance of the Works.

Removal of Contractor's Employees

(2) The Engineer or the Employer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor In or about the execution or maintainable of the Works who in the opinion of the Engineer or the Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the engineer or the employer to be undesirable and such person shall not be again employed upon the Works without the written permission of the Engineer or the Employer. Any person so removed from the Works shall be replaced as soon as possible by a competent substitute approved by the Engineer.

Setting- out

17. The Contractor shall be responsible for the true and proper setting-out of the Works In relation to original points lines and levels of reference given by the Engineer in writing and for the correctness (subject as above-mentioned) of the positions levels dimensions and alignment of all parts of the Works and for the provision of all necessary instrument's appliances and labor in connection therewith. If at any time during the progress of the Works any error shall appear or arise in the position levels dimensions or alignment of any part of the Works the Contractor on being required so to do by the Engineer or Engineer's Representative shall at his own expense rectify such error to the satisfaction of the engineer or engineers representation unless such error is based in incorrect data supplied in writing by the Engineer or the Engineer's Representative in which case the expense of rectifying the same shall be borne by the Employer The checking of any setting-out or of any line or level by the Engineer or the Engineer's Representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails pegs and other things used in setting out the Works.

Condition of Contract.

Boreholes & Exploratory excavation

18. If at any time during the execution of the works the Engineer shall require the Contractor to make boreholes or to carry out exploratory excavation such requirement shall be ordered in writing and shall be deemed to be an addition ordered under the provision of Clause 48 hereof.

Watching and Lighting

19. The Contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing, and watching when and where necessary or required by the Engineer or Engineer's Representative or by any duly constituted authority for the protection of the Works or for the safety and convenience of the public or others.

Care of works

20. (1) 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 case any damage, loss or injury shall happen to the Works or to any part thereof or to any Temporary Works from any cause whatsoever (save and except the excepted risks as defined in sub-clause (2) of this clause) 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 Engineer's instructions. In the event of any such damage, loss or injury happening from any of the excepted risks the Contractor shall if and to the extent required by the Engineer and subject always to the provisions of Clause 60 hereof repair and make good the same as aforesaid at the cost of the Employer. The Contractor shall also be liable for any damages for the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligation under. Clauses 46 or 47 hereof.

Except Risks

(2) The "excepted risks are war, hostilities (whether 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 or occupation by the Employer of any portion of the Works In respect of which a Certificate of Completion has been issued or a caused solely due to the Engineer's design of the Works.

Insurance of Works, etc

(3) Without limiting his obligations and responsibilities under Clause 20 hereof, the Contractor shall prior to commencement of the Works insure in the Joint names of the Employer and the Contractor against all loss or damage from whatever cause arising, other than the excepted risks, for which he is responsible under the terms of the Contract and in such manner that the Employer and Contractor are covered for the period stipulated in Clauses 20 (1) hereof and are also covered during the period of Maintenance for loss or damage arising from a cause, occurring prior to the commencement of the Period of Maintenance, and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations. The costs to the Contractor for providing the aforesaid insurance shall be deemed to be included in the rates and prices entered in the Bill of Quantities and no separate payment shall be made.

Damage of persons and Property

21. (1) The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever other than surface or (other damage to land being or crops being on) the Site suffered by tenants or occupiers) which may arise out of

Condition of Contract.

or in consequence of the construction and maintenance of the works and against all claims demands proceedings damages costs charges and expenses whatsoever in respect of or in relation thereof provides always that nothing here in contained shall be deemed to render the contractor liable for or in respect of or to indemnify the Employer against any compensation or damages for or with respect to:

(a) The permanent use or occupation of land by the Works or any part thereof or (save as hereinafter provided) surface or other damage as aforesaid.

(b) The right of the Employer to construct the Works or any part thereof on over under in or through any land.

(c) Interference whether temporary or permanent with any right of light air way or water or other easement or quasi-easement which is the unavoidable result of the construction of the Work in accordance with the Contract.

(d) Injuries or damage to persons or property resulting from any act or neglect done or committed during the currency of the Contract by the Employer, his agents servants, or other contractors (not being employed by the Contractor), or for or in respect of any claims, demands, proceeding, damages, cost, charges, and expenses in respect thereof or in relation thereto.

Provided further that for the purposes of this clause the expression "the site" shall be deemed to be limited to the area defined in the specification of shown on the drawings in which land and crops will be disturbed or damaged as an inevitable consequence of the carrying out of the Works.

Indemnity by Employer

(2) The Employer will save harmless and indemnify the Contractor from and against all claims demands proceedings damages cost charges and expenses in respect of the matters referred to in the proviso to sub-clause (1) of this Clause.

Third Party Insurance

(3) Before commencing the execution of the Works the Contractor but without limiting his obligations and responsibilities under sub-Clause (1) of this clause shall insure against his liability for any material or physical claim age, loss or injury which may occur to any property, including that of the Employer or to any person, including any employee of the Employer, by or arising out of the execution of the Works or in the carrying of the contract, other wise then due to the matter referred to in the proviso to sub-clause (1) of this clause. The Cost to the Contractor for providing the aforesaid insurance' shall be deemed to be included in the rates and prices entered in the Bill of Quantities and no separate payment shall be made.

Remedy on Contractor's Failure to insure

(4) If the Contractor shall fail to effect and keep in force the insurances referred to in Sub-Clause 20 (3) and 21 (3) and Clause 22 hereof, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the Employer may effect and keep in force any such

Conditions of Contract.

insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any monies due or which may become due to the Contractor, or recover the same as a debt due from the Contractor.

Accident
or Injury to
Workmen

22. The Employer 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 in respect or injury to any Workman or other person in the employment of the Contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the Employer his agents or servant and the Contractor shall indemnify and keep indemnified the Employer against all, such damages are compensation (save and except as aforesaid) and against all claims, demand proceedings, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

Giving of
Notices and
Payment of
fee

23. (1) The Contractor shall give all notices and at his own cost pay all fees required to be given or paid by any National or State Statute Ordinance or other Law or any Regulation or By-Law or any local or other duly constituted authority in relation to the execution of the Works or of any Temporary Works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected or may be affected in any way by the Works

Compliance
with status
Regulations
etc

(2) The Contractor shall confirm in all respects with the provisions of any such Statute, Ordinance or Laws as aforesaid and the Regulations of By-Law of any local or other duly constituted authority which may be applicable to the Works or to any temporary works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such Statute Ordinance or Law, or Regulation or By-Law.

Payments of
Income tax
and others

(3) The Contractor shall be responsible for the payment of all Pakistan Income Tax, Super Tax, and other taxes on income arising out of the Contract which shall not be reimbursable to him by the Employer and the rates and prices stated in the Priced Bill of Quantities shall be deemed to cover all such taxes.

Insurance
with NIC

(4) As a legal requirement all insurance relating to the Public Property under the Contract, shall be affected with National insurance Corporation (NIC) of Pakistan.

Fossils
etc

24. All fossils coins articles of value of antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the Works shall as between the Employer and the Contractor be deemed to be the absolute property of the Employer and the Contractor shall take reasonable precautions to prevent his workman or any other persons from removing or damaging any such article or things and shall immediately upon discovery thereof and before removal acquaint the Engineers Representative of such discovery a carry-out at the expense of the Employer the Engineer's Representative's orders as to the disposal of the same time.

Patent
Rights &
Royalties

25. "The Contractor shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights design trademark or name or other protected rights in respect or any Constructional Plant machine work or

material used for or in connection with the Works or Temporary Works or any of them and from and against all claims,

Conditions of Contract.

demands, proceedings, damages costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified the Contractor shall pay all tonnage and other royalties rent and other payments or compensation (if any) for getting stone, sand, gravel, clay or other materials required for the Works or Temporary Works or any of them.

Interference with Traffic & adjoining Properties

26. All operations necessary for the execution of the Works and for the construction of any Temporary Works shall so far as compliance with the requirements of the Contract permits be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or of properties whether in the possession of the Employer or of any other person and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters in so far as Contractor is responsible therefore.

Extraordinary Traffic

27. (1) The Contractor shall use every reasonable means to prevent any of the highways or bridges connecting with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his sub-contractor and in particular shall select routes choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the Site shall be limited so that no damage or Injury may be occasioned to such highways and bridges.

Liability in case of Extraordinary Traffic

(2) The Contractor shall indemnify and keep indemnified the employer from and against any liability arising on account or in consequence of the contractor's default in fulfilling the requirements set in sub-clauses (1) of this E Clause.

Opportunities for other Contractors

28. The Contractor shall in accordance with the requirements of the Engineer afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included In the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works. If however the Contractor shall on the written request of the Engineer or the Engineer's Representative make available to any such other contractor or to the Employer or any such authority any roads or way for the maintenance of which the Contractor Is responsible or permit the use by any other service of whatsoever nature for any such service the Employer shall pay to the Contractor in respect of such use or service such sum or sums as shall in the opinion of the Engineer be reasonable.

Supply of Plant Materials and Labour

29. Except where otherwise specified the Contractor shall at his own expense supply and provide all the Constructional Plant Temporary Works materials both for temporary and for permanent works labor (including the supervision thereof) transport to or from the Site and in and about the Works and other things of every kinds required for the construction completion and maintenance of the Works.

Site to be kept clear of obstruction

30. (1) The Contractor shall at times keep the Site free from obstruction and shall at any time if directed by he Engineer or the Engineer's Representative store or dispose of any constructional plant and surplus

Conditions of Contract.

Materials and clear away and remove from the Site any wreckage or rubbish or Temporary Works no longer required.

Clearance of
site on
Completion

(2) On the completion of the Work the Contractor shall at his own expense clear away and remove from the Site all Constructional Plants surplus materials rubbish and Temporary Works of every kind and leave the whole of the Site and works clean and in a workmanlike condition to the satisfaction of the Engineer.

LABOUR

Engagement
of Labour

31. (1) The Contractor shall make his own arrangements for the engagement of all labour, local or otherwise, and save in so far as the Contract otherwise provides for the transport housing feeding and payment thereof. The Contractor shall not recruit or attempt to recruit persons in the services of the Employer.

Supply of
Water

(2) The Contractor shall so far as is reasonably practicable having regard to local conditions provide at his own cost on the Site to the satisfaction of the Engineer's Responsibilities an adequate supply of drinking and other water for the Contractor's Staff and workpeople.

Alcoholic
Liquor or
Drugs

(3) The Contractor shall not bring to the Site, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any sale, gift, barter or disposal by his subcontractors, agents or employees.

Arms and
Ammuni-
tion

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

Festivals and
Religious
Customs

(5) The contractor shall in all dealings with labour in his employ have due regards to all recognized festival days of rest and religious or other customs and shall make special arrangements whenever the exigencies of the construction programme demand that work shall proceed during such festivals and days of rest.

Epidemics

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

Disorderly
Conduct etc

(7) The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same.

Health,
Safety and
Environment (HSE)

(8) The contractor shall provide at his own cost adequate HSE service as per GEPCO HSE policy for the labour engaged for carrying out the Works under the Contract.

Observance
by Sub-
Contractors

(9) The Contractor shall be responsible for observance by his sub-contractors of the foregoing provisions.

Conditions of Contract.

Return of
Labour etc

32. The Contractor shall if required by the Engineer deliver to the Engineer's Representative or at his office a return in detail in such form and at such intervals as the Engineer may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Constructional Plant as the Engineer's Representative may require.

HSE T&P MATERIAL AND WORKMANSHIP

Quality of
Materials
and
workman
ship & Tests

33. (1) All materials including T&P and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or 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 material used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Engineer. Contractors should fully obey all HSE requirement as per GEPCO SOP.

Cost of
Samples

(2) All samples shall be supplied by the Contractor at his own cost.

Cost of
Tests

(3) The cost of making any test shall be borne by the Contractor if such test is clearly intended by or provided for in the Specification or Bill of Quantities and (in the cases only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfil) is particularized in the Specification or Bill of Quantities in sufficient detail to enable the Contractor to price or allow for the same in his Tender.

Cost of
Tests etc
not
provided
for

(4) If any test is ordered by the Engineer which is either.

(a) not so intended by or provided for; or

(b) in the cases above-mentioned) is not so particularized; or

(c) though so intended or provided for is ordered by the Engineer to be carried out by an independent person at any place other than the Site or the place of manufacture or fabrication of the material testes.

then the cost of such test shall be borne by the Contractor if the test shows the workman-ship or materials not to be in accordance with the provision of the Contract or the Engineer's instructions but otherwise by the Employer.

Access to
site

34. The Engineer and any person authorized by him shall at all times have access to the Site and to all workshops and places where work is being prepared or whence materials manufactured

articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

Condition of Contract.

Examination
of work
before
Covering up

35. (1) No work shall be covered up or put out of view without the approval of the Engineer's Representative and the Contractor shall afford full opportunity for the Engineer or the Engineer's Representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work, is placed thereon. The Contractor shall give due notice to the Engineer's Representative whenever any such work or ready for Engineer's Representative shall without unreasonable delay unless he Considers it unnecessary and advises the contractor accordingly attend for the purpose of examining and measuring such work or of examining such foundations.

Uncovering
and Making
Openings

(2) The Contractor shall uncover any part or parts of the Works or make opening in or through the same as the Engineer may from time to time direct and shall reinstate and made good such part of parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put out of view after compliance with the requirements of sub-clause (1) of this Clause and is found to be executed in accordance with the Contract the expenses of uncovering making openings in or through reinstating and making good the same shall be borne by the Employer but in any other cases all such expenses shall be borne by the Contractor and shall be recoverable from him by the Employer or may be deducted. by the Employer from any monies due or which may become due to the Contractor.

Removal
of works
and
Material

36. (1) The Engineer shall during the progress of the Works have power to Improper order in writing from time to time.

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

(b) the substitution of proper and suitable materials; and

(c) the removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefor) of any work which in respect of materials or workmanship is not the opinion of the Engineer in accordance with the Contract.

Default of
Contractor
in
compliance

(2) In case of default on the part of the Contractor in carrying out such order the Employer shall be entitled to employ and pay other persons or firm to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor.

Suspension
of Work

37. (1) The Contractor shall on the written order of the Engineer suspend the progress of the Works or any part thereof for such time or times and in such manner as the 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 Engineer. The extra cost incurred by the Contractor in giving effect to the Engineer's instructions under this Clause shall be borne and paid by the Employer unless such suspension is

(a) otherwise provided for in the Contract; or

(b) necessary for the proper execution of the Work or by reason of weather conditions affecting the safety or quality of the Works or by some default on the part of the Contractor, or

(c) necessary for the safety of the Works or any art thereof.
Conditions of Contract.

Provided that the Contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim to the Engineer within 28 days of the Engineer's order. The Engineer shall settle and determine such extra payment to be made to the Contractor in respect of such claim as shall in the opinion of the Engineer be fair and reasonable.

Suspension
lasting
more than
90 days

(2.) If on the written order of the Engineer (in this sub-clause referred to as a Suspension Order) the progress of the Works or any part thereof shall be suspended for a period or consecutive periods amounting in all to 90 days or if the Engineer having previously issued a Suspension Order for a period which has lasted less than 90 days shall within less than 90 from the expiration of that period of suspension issue a further Suspension Order either in respect of the whole of the works or (where the previous Suspension Order has affected only a part) affecting or including that part then and in any such case the Contractor may serve a written notice on the Engineer requiring permission within 28 days from the receipt thereof to proceed with the Works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the works as an omission of such part under Clause 48 hereof or where it affects the whole works as an abandonment of the Contract by the Employer.

COMMENCEMENT TIME AND DELAYS

Government
of Works

38. The Contractor shall commence the works on Site within the period named in the Tender after the receipt of the Engineer's order to commence and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer or by wholly beyond the Contractor's control.

Possession
of site

39. (1) Save in so far as the Contract may prescribe the extent of portions of the Site of which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the contract as to the order in which the work shall be executed the Employer will with the Engineer's written order to commence the Works give to the Contractor possession of so much 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 programme referred to in Clause 14 hereof (if any) and otherwise in accordance with such reasonable proposals of the Contractor as he shall by notice in writing to the 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 the Works with due dispatch in accordance with the said programme or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of the Employer to give possession in accordance with the terms of this Clause the Engineer shall grant an extension of time for the completion of the Works and certify such sum as in his opinion shall be fair to cover the expense incurred which sum shall be paid by the Employer.

Condition of Contract.

Time for
completion

(2) 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 at his own cost any additional accommodation outside the Site required by him for the purpose of the Works.

Time for
completion

40. Subject to any requirement in the Contract as to completion of any portion of the Works Completion before completion of all the works, the whole of the Works shall be completed within the time stated in Appendix A to the Tender or such extended time as may be allowed under Clause 41 hereof.

Extension of
time for
completion

41. Should the amount of extra or additional work of any kind or other special circumstances of any kind whatsoever which may occur be such as fairly to entitle the Contractor to an extension of time for the completion of the Works the Engineer shall determine the amount of such extension Provided that the Engineer is not bound to take into account any extra or additional work or other special circumstance unless the Contractor has within 28 days after such work has been commenced or such circumstances have arisen or as soon thereafter as practicable delivered to the Engineer's Responsibilities full and detailed particulars of any claim to extension of time to which may consider himself entitled in order that such claim may be investigated at the time.

Rate of
progress

42. The whole of the materials plant and labour to be provided by the Contractor under Clause 5 hereof and the mode, manner and speed of execution and maintenance of the works are to be of a. kind and conducted in the manner to the satisfaction of the Engineer. Should the rate of progress of the Works or and part thereof be at any time in the opinion of the Engineer too slow to ensure the completion of the Works by the prescribed time or extended time for completion the Engineer shall so notify the Contractor in writing and the Contractor shall, thereupon take such steps as the Contractor may think necessary and the 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 Engineer shall grant such permission the Contractor shall not be entitled to any additional payment for so doing but if such permission shall be refused and there shall be no equivalent practicable method of expediting the progress of the Work the time for completion shall be extended by such period as is solely attributable to such refusal. All work at night shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the Employer from and against any liability for damages on account of

Conditions of Contract.

notice or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs, charges, and expenses whatsoever in regard or in relation to such liability.

Liquidated Damages for Delay	44. (1) If the Contractor shall fail to complete the Works within the time prescribed by Clause 40 hereof or extended time then the Contractor shall pay to the Employer the sum stated in the Tender as liquidated damages for such, default and not as penalty for every day or part of a day which shall elapse between the time prescribed by Clause 40 hereof or extended time as the case may be and the date of completion of the Work. The Employer may without prejudice to any other method or recovery deduct the amount of such damages from any monies, in his 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.
------------------------------------	---

Reduction of Liquidated Damages	2) If before the completion of the whole of the Works any part of the Works has been certified by the Engineer as completed pursuant to Clause 45 hereof and occupied or used by the Employer the liquidated damages for delay shall for any period of delay after such certification be reduced in the proportion which the value of the part so certified bears to the value of the whole Works.
--	--

Certificates of completion of work	45. As soon as in the opinion of the Engineer the works shall have been substantially completed and shall have satisfactory passed any final test that may be prescribed by the Contract the Engineer shall on receiving as written undertaking by contractor to finish any outstanding work during the period of Maintenance issue a Certificate of Completion in respect of the works and the Period of maintenance of works shall commence from the date of such certificate Provided that the Engineer may give such a certificate with respect to any part of the works before the completion of the whole of the Works and shall upon the written application of the Contractor give such certificate with respect to any substantial part of the Works which has been both complete to the satisfaction of the Engineer and occupied or used by the Employer and when any such-certificate is given in respect of a part of the works such part shall be considered as completed and the period of maintenance of such part shall commence from the date of such Certificate Provided also that a certificate of completion given in accordance with the foregoing provisions of an part of the Works occupied and used as aforesaid shall not be deemed to certify completion or any ground of surface requiring reinstatement unless such Certificates shall expressly so State.
---	---

MAINTENANCE AND DEFECTS

Definition of period of Mainten- ance	(46) (1) In these conditions the expression "Period of Maintenance" shall mean the Period of Maintenance named in the Tender calculated from the date of completion of the Works certified by the Engineer in accordance with Clause 45 hereof or in the event of more than one certificate having been issued by the Engineer under the said Clause from the respective dates so certified and in relation to the Period Maintenance the Expression "the Works" shall be construed accordingly.
---	--

Conditions of Contract.

Execution
of work
of Repair
etc

(2) To the intent that the Works shall at or as soon as practicable after the expiration of the Period of Maintenance be delivered up to the Employer in as good and perfect a condition (fair wear and tear excepted) to the satisfaction of Maintenance, rectification, and making good of defect, imperfection, shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the Period of Maintenance of within fourteen days after its expiration as a result of an inspection made by or on behalf of the Engineer prior to its expiration.

Cost of
execution
of work of
Repair etc

(3) All such work shall carried out by the Contractor at his own expense if the necessity thereof shall in the opinion of the Engineer be due to the use of materials 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. If in the opinion of the Engineer such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for as if they were additional work.

Remedy on
contractor's
failure to
carry out
work
required

(4) If the Contractor shall fail to do any such work as aforesaid required by the Engineer the employer shall be entitled to carry out such work by his own workmen or by other contractors at Risk and cost of defaulter firm besides taking other actions as per PPRA Rules and if such work which the Contractor should have carried out at the Contractor's own cost shall be entitled to recover from the Contractor the cost thereof or may deduct the same from any monies due or the become due to the Contractor. All actions shall be taken as per PPRA Rules.

Contracto
r to search

47. The Contractor shall if required by the Engineer in writing search for the cause of any defect imperfection or fault under the directions of the Engineer Unless such defect, imperfection or fault shall be one for which the Contractor is liable under the Contract the cost of the Work carried out by the Contractor in searching as aforesaid shall be borne by the Employer. But if such defect, imperfection or fault shall be one for which the Contractor is liable as aforesaid the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair, rectify, and make good such defect, imperfection or fault at his own expense in accordance with the provisions of Clause 46 hereof.

ALTERNATIONS, ADDITIONS AND OMISSIONS

Variation
s

48. (1) The Engineer shall make any variation of the form quality or quantity of the Works or any part thereof that may in his opinion be necessary and for that purpose or if for any other reason it shall in his opinion be desirable 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 of quality or kind of such work.

Conditions of Contractor.

(d) change the levels, lines, position and dimensions 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 but the value(if any) of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

Orders for
variations
to be in
Writings

(2) No such variation shall be made by the Contractor without an order in writing of the Engineer Provided that no order in writing shall be required for increase or decrease in the quantity of any work were 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. Provided also that if for any reason the Engineer shall consider it desirable to give any such order verbally the contractor shall comply with such order and confirmation in writing of such verbal order given by the Engineer whether before or after the carrying out of the order shall be deemed to be an order in writing within the meaning of this Clause, Provided further that if the Contractor shall, within seven days, confirm in writing to the Engineer any verbal order of the Engineer and such confirmation shall not be contradicted in writing within fourteen days by the Engineer, it shall be deemed to be an order in writing by the Engineer.

Valuations
of
Variations

49. (1) The Engineer shall determine the amount (if any) which in his opinion should be added to or deducted from the sum name in the Tender in respect of any extra or additional work done or work omitted by his order. All such work shall be valued at the rates set out in the contract if in the opinion of the Engineer the same shall be applicable. If the contract shall not contain any rates applicable to the extra or additional work, then suitable prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement, the Engineer shall fix such prices as shall in his opinion be reasonable proper.

Power of
Engineer to
fix Rates

(2) Provided that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the Contractor work or to any part thereof shall be such that in the opinion of the Engineer the rate or price contained in the Contract for any items of the Works is by reason of such omission or addition rendered unreasonable or inapplicable then a suitable rate or price shall be agreed upon between the Engineer and the Contractor. In the event of disagreement, the Engineer shall fix such other rate or price as shall in his opinion be reasonable and proper having regard to the circumstances.

Provided also that no increase of the Contract price under sub-clause (1) of this Clause or variation of rate or price under sub-clause (2) of this Clause shall be made unless as soon after the date of the order as is practicable and in the case of extra or additional work before the commencement of the work or as soon thereafter as is practicable notice shall have been given in writing.

(a) By the Contractor to the Engineer of his intention to claim extra payment or a varied rate; or

(b) By the Engineer to the Contractor of his intention to vary a rate or price as the case may be.

Conditions of contract.

Claims

(3) The Contractor shall send to the Engineer's Representative once in every month an account giving particulars (as full and detailed as possible) of all claims for any additional expense to which the Contractor may consider himself entitled and of all extra or additional work ordered by the Engineer which he has executed during the preceding month and no claim for payment for any such work will be considered which has not been included in such particulars. Provided always that the Engineer shall be entitled to authorize payment to be made for any such work notwithstanding the Contractor's failure to comply with this, condition if the Contractor has at the earliest practicable opportunity notified the Engineer that he intends to make a claim for such work

(4) Any dispute arising from actions taken under this Clause shall be subject to resolution as provided in Clause 62 hereof.

PLANT TEMPORARY WORKS AND MATERIALS

Plant etc Exclusive use for the works

(50). (1) All Constructional Plant Temporary Works and materials provided by the Contractor shall when brought on to the Site be deemed to be exclusively intended for the construction and completion of the Works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the Site to another) without the consent in writing of the Engineer which shall not be unreasonable withheld.

Removal of plant etc

(2) Upon completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor.

Employer not Liable for Damage of plant etc

(3) The Employer shall not at any time be liable for the loss of or injury to any of the said Constructional Plant, Temporary Works or materials save as mentioned in Clauses 20 and 60 hereof.

Approval for material etc not implied

51. the operation of Clause 50 hereof shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to there in nor shall it prevent the rejection of any such materials at any time by the Engineer nor shall it make the Employer liable to any third person.

MEASUREMENT

Quantities

52. 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 fulfillment of his obligations under the Contract.

Work to be measured

53. The Engineer shall except as otherwise stated ascertain and determine by actual measurement the value in accordance with the Contract of work done in accordance with the Contract. He

shall when he requires any part or parts of the Works to be measured give notice to the Contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer or the Engineer's Representative in making such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or

Condition of Contract.

neglect or omit to send such agent then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the Work. For the purpose of measuring such permanent work as is to be measured by records and drawings the Engineer's Representative shall prepare records and drawings month by month of such work and the Contractor as and when called upon to do so in writing shall within 14 days attend to examine and agree such records and drawings with the Engineer's Representative and shall sign the same when so agreed and if the Contractor does not so attend to examine and agree any such records and drawings they shall be taken to be correct if after examination of such records and drawings the contractor does not agree the same or does not sign the same as agreed they shall nevertheless be taken to be correct unless the contractor shall within 14 days of such examination lodge with the Engineer's Representative for decision by the Engineer notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

Method of
measure-
ment

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

STATEMENTS CERTIFICATES AND PAYMENTS

Monthly
Statements

55. (1) The Contractor shall submit to the Engineer after the end of each month four copies each signed by the Contractor or his authorized agent or representative approved in accordance with Clause 15 hereof a Statement in such form as the Engineer may from time to time prescribe showing the amounts to which the Contractor may consider himself to be entitled up to the

- (a) month in respect of. the permanent work executed.
- (b) 75% of invoiced value of any materials for permanent work delivered by the Contractor on the Site but not incorporated in such work.
- (c) any Temporary Works for which separate items are provided in the Bill of Quantities; and
- (d) payment on account of Lump Sum items in the Bill of Quantities not included under heads (a), (b) or (c) above.

Monthly
Payments

(2) The Engineer shall after examine each such monthly statement certify the amount of payment to the Contractor which he shall consider reasonable and proper in respect thereof subject first to the retention of the Percentage of Retention stated in the Tender until the amount so retained reaches the limit of Retention Money stated in the Tender and second to the deduction of any sums which may have become due and payable by the Contractor to the Employer.

Payments of
Retention
Money

(3) (a) upon the issue of the Certificate of Completion with respect to the Works one-half of the Retention Money or upon the issue of a Certificate of Completion with respect to a part of the Works only such proportion thereof as the Engineer shall determine having regard to the

relative value of such part of the Works shall become due and payable to the Contractor.

Conditions of contract.

(b) upon the expiration of the Period of Maintenance for the Works the other half of the Retention Money or upon the Expiration of a Period of Maintenance relating to a part of the Works only such proportion thereof as the Engineer shall determine having regard to the relative value of such part of the Works shall become due and payable to the Contractor. Provided that if at such time there shall remain to be executed by the Contractor any work order pursuant to Clauses 46 and 47 hereof in respect of the whole or any part of the Works the Employer shall be entitled to withhold payment until completion of such work of so much of such half of the Retention Money or such proportion thereof as the case may be as shall in the opinion of the Engineer represent the cost of the Work remaining to be executed.

Time of payment

(4) The amount due to the Contractor under any certificate issued by the Engineer pursuant to this Clauses or to any other term of the Contract shall be paid by the Employer to the Contractor **within (30) thirty days** after such certificate has been delivered to the Employer and in the event of the failure of the Employer to make payment within such time the Employer shall pay to the Contractor interest at the rate of 10 percent per annum upon all sums unpaid from the date upon which the same should have been paid.

Correction & withholding of certificate

(5) The Engineer may by any certificate make any correction or modification in any previous certificate and shall have power to withhold any certificate if the Works or any part thereof are not being carried out to his satisfaction. Currency of

Currency of account and payments to contractor

6) The currency of account shall be the Pakistani Rupee and all payments to the Contractor by the Employer shall be made in Pakistani Rupees.

Payments to the employer

7) All payments to the Employer by the Contractor including payments made by way of deduction or set-off shall be made in Pakistani Rupee.

Payment of lump sums

8) If the Bill of Quantities contain an item or items for which payment is to be made in a lump sum the Contractor shall within thirty days after award of Contract submit to the Engineer a payment schedule which shall allocate the lump sum amount tendered to the major divisions of work to be performed under the item to comply with the provisions of the Contract. Said payment schedule shall be subject to approval by the Engineer. Payment of lump sums for completion of work or discharge of obligation by the Contractor under the applicable items in the Bill of Quantities shall be prorated in accordance with the approved payment schedule provided however no payment for work performed under any such Lump sum item. will be made until a payment schedule has been duly submitted and approved.

Approval only by Final Completion certificate

(56). No certificate other than the Final Completion Certificate referred to in Clause 57 hereof shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the Contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional or varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineers.

Condition of Contract.

Final Completion Certificate

57. (1) The Contract shall not be considered as completed until a Final Completion Certificate shall have been signed by the Engineer and delivered to the Employer stating that the Works have been completed and maintained to his satisfaction. The final completion Certificate shall be given by the Engineer within twenty-eight days after the expiration of the Period of Maintenance (or if different periods of maintenance shall become applicable to different parts of the Works the expiration of the latest such period) or as soon thereafter as any works ordered during such period pursuant to Clauses 46 and 47 hereof shall have been completed to the satisfaction of the Engineer and full effect shall be given to this Clause notwithstanding any previous entry on the Works or the taking possession working or using thereof or any part thereof by the Employer. Provided always that the issue of the Final Completion Certificate shall not be a condition precedent to payment to the Contractor of the second portion of the Retention Money in accordance with the conditions set out in Clause 55 hereof.

Cessation of Employer's Liability

(2) The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or the execution of the Works unless the Contractor shall have made a claim in writing in respect thereof before the giving of the Final Completion Certificate under this Clause.

(3) Notwithstanding the issue of the Final Completion Certificate the Contractor and (subject to sub-clause (2) of this Clause) the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Final Completion Certificate which remains unperformed at the time such Certificate is issued and for the purposes of determining the nature and extent of any such obligation the Contract shall be deemed to remain in force between the parties hereto.

REMEDIES AND POWERS

Forfeitures

58 (1) If the Contractor shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the Contract under a committee of inspection of his creditors or (being a corporation) shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if the Contractor shall assign the Contract without the consent in writing of the Employer first obtained or shall have an execution levied on his goods or if the Engineer shall certify in writing to the Employer that in his opinion the Contractor.

(a) has abandoned the Contract, or

(b) without reasonable excuse has failed to commence the Works or has suspended the progress of the Works for 28 days after receiving from the Engineer written notice to proceed; or

(c) has failed to remove materials from the Site or to pull down and replace work for 28 days after receiving from the Engineer written notice that the said materials or work had been condemned and rejected by the Engineer under these conditions; or

(d) is not executing the Works in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contractor.

Condition of Contract.

(e) has to the determined of good workmanship or in defiance of Engr instructions to the contrary sub-let any part of the Contract.

Then the Employer may ay after giving 14 days notice in writing to the Contractor upon the Site and the Works and expel the Contractor there from without the voiding the obligation liabilities under the Contract or affecting the rights and powers and may the Works c employ any other contractor to complete the Works. The Employer or such Contractor may use for such completion so much of the Constructional Temporary Works and materials which have been deemed to be reserved exclu for the construction and completion of the Works under the provisions of the Co as he or they may think proper and the Employer may at any time sell any of the Constructional Plant Temporary Works and unused materials and apply the pro of sale in or towards the satisfaction of any sums due or which may become due from the Contractor under the Contract.

Valuation at
date of
forfeiture

21 The Engineer shall as soon as may be practicable after any such entr expulsion by the Employer fix and determine ex-part or by or after reference parties or after such investigation or enquiries as he may think fit to make or in and shall certify what amount (if any) had at the time of such entry and expulsion reasonably earned by or would reasonably accrue to the Contractor in respect of then actually done by him under the Contract and what was the value of any of the unused or partially used materials any Construction Plant and any Temporary Work.

Payment
after
Forfeiture

(3) If the Employer shall enter and expel the Contractor under this Clause he not be liable to pay to the Contractor any money on account of the Contract un expiration of the Period of Maintenance and thereafter until the costs of comp and maintenance damages for delay in completion (if any) and all after exp incurred by the employer have been ascertained and the amount thereof certificate the Engineer. The Contractor shall then be entitled to receive only such sum or (if any) as the Engineer may certify would have been due him upon due completion him after deducting the said amount. But if such amount shall exceed the sum would have been payable to the contractor on due completion by him the Contractor shall upon demand pay to the Employer the amount of such excess shall be deemed a debit due by the contractor to the Employer and shall be receive accordingly.

Urgent
Repairs

59. If by reason of any accident of failure or other event occurring to in-or in corm with the Works or any part thereof either during the execution of the Works or during the Per Maintenance any remedial or other work or repair shall in the opinion of the Engineer or the Engineer's Representative be urgently necessary for security and the contractor is unable or unwilling at once such work or repair the Employer may by his own or other workmen do such work or repair Engineer or the Engineer's Representative may consider necessary. If the Work or repair so done Employer is work which in the opinion of the Engineer the contractor was liable to do at his own expenses under the Contract all costs and charges properly incurred by the Employer in so doing shall on dc be paid by the Contractor to the Employer or may be

deducted by the Employer from any monies which may become due to the Contractor, provided always that the Engineer or the Engineer's Representative.

Condition of Contract.

(as the case may be) shall as soon after the occurrence of any emergency as may be reasonably practicable notify the Contractor thereof in writing

SPECIAL RISKS

60. Not with standing anything in the Contract Contained:

No Liability
for War, etc
Risks

(1) The Contractor shall be under no liability whatsoever whether by way of indemnity or otherwise for or in respect of destruction of or damage to the Works (save to work condemned under the provisions of Clause 36 hereof prior to the occurrence of any special risk hereinafter mentioned) or Temporary Works or to property whether of the Employer or third parties or for or in respect of injury or loss of life which is the consequence whether direct or indirect of war hostilities (whether 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 (hereinafter) comprehensively referred to as the said "Special Risks" and the Employer shall indemnify and save harmless the contractor against and from the same and against from all claims, demands, proceeding damages, costs, charges and expenses whatsoever arising there out or in connection therewith and shall compensate the Contractor for any loss of or damage to property of the Contractor used or intended to be used for the purpose of the Works (including property in transit to the site) and occasioned either directly or Indirectly by said Special risks.

Damage
to Works
etc by
special
Risks

(2) If the Works or Temporary Works or any materials (whether for the former or the latter) on or near or in transit to the Site shall sustain destruction or damage by reason of any of the said Special Risk the Contractor shall nevertheless be entitled to payment for any permanent work and for any material so destroyed or damaged and the contractor shall be entitled to be paid by the Employer the cost of making good any such destruction or damage whether to the Works or the Temporary Works and of replacing or making good such materials so far as may be required by the Engineer or as may be necessary for the completion of the Works on actual cost basis plus such profit as the Engineer may certify to be reasonable.

Projectile
missile
etc

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

Conditions of contract.

Outbreak of War

(5) If, during the currency of the Contract, there shall be an outbreak or war, whether was is declared or not in any part of the world which, whether financially or otherwise, materially effects the execution of the Works, the Contractor shall, unless and until the Contract is terminated under the provisions in this Clauses, continue to use the best endeavors to complete the execution of the Works. Provided always that the Employer shall be entitled at any time after such outbreak of war to terminate the Contract by giving written notice to the Contractor and, upon such notice being giving, this Contract shall, except as to rights of the parties under this Clause and, to the operation of Clause 62 hereof, terminate but without prejudice to the rights of either party in respect of any antecedent breach thereof.

Removal of plant on Termination

(6) If the Contract shall be terminated under the provisions of the last preceding sub-clause the Contractor shall with all reasonable dispatch remove from the Site all Constructional Plant and shall give similar facilities to his sub-contractors to do so.

Payment if contract Terminated

(7) If the Contract shall be terminated as aforesaid the Contractor shall be paid by the Employer (in so far as such amounts or items shall not have already been covered by payments on account made to the Contractor) for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition:"

(a) The amounts payable in respect of any preliminary items so far as the work or service comprised therein has been carried out or performed and a proper proportion as certified by the Engineer of any such items the work or service comprised in which has been partially carried out or performed.

(b) The cost of materials or goods reasonably ordered for the Works or Temporary Works which shall have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery (such materials or goods becoming the property of the Employer upon such payments being made by him.)

(c) A sum to be certified by the Engineer being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works in so far as such expenditure shall not have been covered by the payments in this sub-clause before mentioned.

(d) Any additional sum payable under the provisions of sub-clauses (1), (2) and (4) of this Clause.

(e) The reasonable cost of removal under sub-clause (6) of this Clause and (if required by the Contractor) return thereof to the Contractor's main plant yard in Pakistan.

Provided always that against any payments due from the Employer under this sub-clause, the Employer under this sub-clause, the Employer shall be entitled to be credited with any outstanding balances due from the Contractor for advances in respect of plant and materials and

any sum previously paid by the Employer to the Contractor in respect of the execution of the Works.

Conditions of contract.

FRUSTRATION

Payment in
event of
Frustration

61. In the event of the Contract being frustrated whether by war or otherwise howsoever the sum payable by the Employer to the Contractor in respect of the work executed shall be the same as that which would have been payable under Clause 60 hereof if the Contract had been terminated under the provision of Clause 60 hereof.

SETTLEMENT OF DISPUTES

Settlement
of
Disputes
Reference
court of
law

62. If any dispute or difference of any kind whatsoever shall arise between the Employer or the engineer and the contractor in connection with or arising out of and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence whether he or the Employer requires a reference to the Court of Law as hereinafter provided or not. If the Engineer has given written notice of his decision to the Employer and the Contractor and no dissatisfaction with such decision has been communicated to him by either the Employer or the Contractor within a period of 90 days from receipt of such notice the said decision shall remain final and binding upon the employer and the contractor. If the engineer shall fail to give notice of his decision as aforesaid within a period of 90 days after being requested as aforesaid or if either the Employer or the Contractor be dissatisfied with any such decision then any of the contract or the carrying out of the Works (whether during the progress of the Works after their completion and whether before or after the termination, abandonment, or breach of the Contract) it shall in the first place be referred to and settled by the Engineer who within a period of 90 days after being requested by either party to do so shall give written notice of his decision to the Employer and the Contractor. Save as hereinafter provided such decision in respect of every matter so referred shall be final and binding upon the Employer and the Contractor and in any such case either the Employer or the Contractor may within 90 days after receiving notice of such decision or within 90 days after the expiration of the first named period of 90 days (as the case may be) notify the Engineer of their intent to refer the matter or matters in dispute to the Court of Law. However reference to the Court of Law shall not be made until after the completion or alleged completion of the Works unless with the written consent of the Employer and the Contractor provided always.

(a) that such reference may be made before such completion or alleged completion in respect of the (b) withholding by the

(b) Engineer of any certificate or the withholding or any portion of the Retention money to which contractor claims in accordance with the conditions set out in Clause 55 hereof to be entitled to or in respect of the exercise of the Engineer's power to give a certificate under Clause 58 (1) hereof.

(ii) that the giving of a Certificate of Completion under Clause 45 hereof shall not be a condition precedent to the making of any such reference.

Conditions of Contract.

Service of
notice on
contractor

63. (1) Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by post to or leaving the same at the contractor's principal office at the site.

Service of
notices on
employer

(2) Any notice to be given to the Employer under the terms of the Contract shall be served by sending the same by post to or leaving the same at the Employer's principal office in Pakistan.

DEFAULT OF EMPLOYER

Default of
Employer

64.(1) In the event of Employer abandoning the Contract the Contractor shall be entitled without prejudice to any other rights or remedies to terminate the employment of the contractor under the Contract by giving notice in writing to the Employer.

Removal
of Plant

(2) Upon the giving of such notice the Contractor shall notwithstanding the provision of Clause 50 (1) hereof with all reasonable dispatch remove from the Site all constructional Plant brought by him thereon.

Obligations
of
Employer

(3) In the event of such termination the Employer shall be under the same obligations to the Contractor in regard to payment as if the Contract had been terminated under the provisions of Clauses 60 hereof but in addition to the payments specified in Clause 60 (7) the Employer shall pay to the Contractor the amount of any loss or damage to the Contractor arising out of or in connection with or by consequence of such termination.

Rights
of
Contractor

(4) Nothing in this Clause contained shall prejudice the right of the Contractor to exercise either in lieu of or in addition to the rights and remedies in this Clause specified any other rights or remedies to which the Contractor may be entitled.

INCREASE OR DECREASE OF COSTS

Increase
or
Decrease
of costs

65. (1) **Escalation / Adjustments of the Contract Price on accounts of fluctuations in costs shall not be applicable under any circumstances.**

GENERAL

Bribes

66. If the contractor or any of his sub-contractors agents or servants shall offer or give or agree to offer or give to any person any bribe, gratuity or commission as an inducement or reward for doing or forbearing to do any action in relation to the contract or any other contract with the employer or for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the employer then the

employer may enter upon the site and expel the contractor there from and the provisions of clause 58 hereof shall apply as if such entry and expulsion had been made pursuant to that clause.

Governing
Law

67. The contract shall all respects be read and construed and shall operate as Pakistani contract in conformity with the laws of Pakistan.

Conditions of Contract.

Disposal
of Surplus
imported
Material
of Goods

68. When materials or goods imported into Pakistan and brought to site by the contractor are no longer required for completion of the work, the contractor shall offer them for sale to the employer. In the event of employer opting to purchase such material and goods, the Engineer's Representative shall take over the required quantity or number and agree with the contractor on a sum not exceeding that duly expended by the contractor for inclusion in the monthly statements. The Engineer shall permit the contractor to dispose of any such materials or goods in whatever manner if the employer does not opt to purchase them.

69. In addition to the existing provision in the various documents concerning securities the local contractors shall have the option to make use of who desire to make use of the Bonds as aforesaid, shall be required to deposit their Bonds equal to the value of Security, in the Bank specified in sub-clause (2), hereof, and obtain bank receipt and letters of undertaking from the Bank in the form stated in sub-clause (3) hereof for submission to GEPCO formation subject to the following terms and conditions.

1.1 The Bank Receipts along with the letters of undertaking for Bid Guarantee | Tender Security / Earnest Money shall be attached after the acceptance of the Tender of the successful Contractor as soon as possible but not later than 30 days after the expiration of the Tender validity along with a written authorization addressed to the Bank issued by the GEPCO formation Contractor, the Bonds will be released only upon signing of the Contract.

1.2 If the successful-Contractor also desires to make use of his Bonds in lieu of performance Bond/Performance Security/Security deposit, he shall be required to deposit his Bonds in the specified Bank for the amount, of the aforementioned Security and obtain Bank Receipt and the letter of undertaking which shall be submitted to GEPCO Formation for acceptance in lieu of the Security. These Bonds will be released with the permission of the competent Authority after the expiry of the period specified in the contract. For this purpose the GEPCO Formation will return the bank receipt along with a letter of authorization in the name of the Bank of release the Bonds to the Contractor.

1.3 The Contractors who desires to avail the use of his Bonds in lieu of Bank Guarantee, shall deposit his Bonds equal to the value of the required guarantee in the specified Bank and obtain Bank Receipt and the letter of undertaking which shall be submitted to the GEPCO formation will return the Bank Receipt along with al letter of Authorization in the name of Bank to release the Bonds to the Contractor.

1.4 In case of the default of the Contractor in fulfillment of his obligations as specified in the Tender/Contract documents concerning various securities, the GEPCO formation

shall have the right to immediately withdraw/encash the Bonds, retain the money due to GEPCO and pay to Contractor any surplus return on the Bonds, which may have accrued up to the date of withdrawal/encashment of the Bonds. Such Contractor will however, have the option to pay the money due to. GEPCO in cash, prior to the encashment of the Bonds, and get the Bonds released upon the specific authorization from the GEPCO formation issued in the name of the Bank to release the Bonds to the Contractor.

- (2) For the purpose of depositing the Bonds as securities in lieu of the Tender / Contract requirements, the GEPCO Formation and the Bank are specified herein below:-

1.1 Name and address of The GEPCO Formation.....

.....

a. Name, Branch and Address of the Bank.....

.....

Conditions of Contract.

- (3) The Bank's Letter of Undertaking issued in the name of GEPCO formation should confirm that the Bonds in the value of Rs:have been deposited by the Contractor:

(Name of Contractor)

as:against Tender / Contract No.

(Name of the Security)

For the

(Name of the Works)

and that the said Bonds shall be released to the Contractor of GEPCO Representative (as the case may be) only open a written authorization issued by GEPCO Formation.

- (4) The following words used in sub-clauses (1), (2) and (3) shall have the meanings hereby assigned to them:

1.1 "Security" means Bid Guarantee or Tender Security of Earnest Money of Bank Guarantee or Performance Bond or Performance Security or Security Deposit.

1.2 "Document" mean Bid Documents of Tender Documents or Purchase Orders.

1.3 "Contractor" means Bidders or Tenderers or Contractors or Suppliers.

1.4 "Bonds" means WAPDA Bearer Bonds.

1.5 "Tender" means Bid or Tender or Quotation or Offer.

1.6 "Contract" means Contract Agreement or Purchase Order.