



PARTICULAR CONDITIONS OF CONTRACT – PART II

NOT FOR USE OF BID SUBMISSION

PART-II: PARTICULAR CONDITIONS OF CONTRACT

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PART II - PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

- (a) (i) The Employer is, Ravi Urban Development Authority (RUDA), 151-Abu Bakar Block, Garden Town, Lahore, represented by:

Chief Executive Officer, RUDA
151-Abu Bakar Block, Garden Town, Lahore, Lahore

- (a) (iv) The Engineer is a person appointed by the Employer to act as Engineer for the purposes of the Contract.

The following paragraph is added:

- (a) (vi) "Bidder or Tenderer" means any firm submitting a Bid or Tender.

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

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

The following paragraph is added:

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

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

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions therefrom as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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

- (i) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".
- (ii) Any action under Clause 10 "Performance Security" and Clauses 21, 23, 24 & 25 "Insurance" of sorts.
- (iii) Any action under Clause 40 "Suspension".
- (iv) Any action under Clause 44 "Extension of Time for Completion".
- (v) Any action under Clause 47 "Liquidated Damages for Delay".
- (vi) Issuance of "Taking Over Certificate" under Clause 48.

- (vii) Issuing a Variation Order under Clause 51, except:
 - a) in an emergency* situation, as stated here below, or
 - b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.
- (viii) Fixing rates or prices under Clause 52.
- (ix) Extra payment as a result of Contractor's claims under Clause 53.
- (x) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".
- (xi) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.
- (xii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

The following Sub-Clause 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer with supporting particulars.

5.1 Language(s) and Law

- (a) The Contract Documents, shall be drawn up in the English language.

(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

5.2 Priority of Contract Documents

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

- 1) The Contract Agreement;
- 2) The Letter of Acceptance;
- 3) The completed Form of Bid comprising Letter of Technical Bid and Letter of Price Bid;
- 4) Special Stipulations (Appendix-A to Bid);
- 5) The Particular Conditions of Contract – Part II;
- 6) The General Conditions – Part I;
- 7) The Bill of Quantities –(Appendix D to Bid)
- 8) The completed Appendices to Bid (B, C, E to N).
- 9) The Drawings;
- 10) Specifications – Special Provisions
- 11) Specifications – Technical Provisions.
- 12) EMP.

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

Within 14 days of issue of TOC under the Contract for whole of works, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform with the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

9.1 Contract Agreement

The Contractor shall, if called upon so to do, enter into and execute the Contract

Agreement, to be prepared and completed at the cost of the Employer, in the form annexed to these Conditions with such modification as may be necessary.

10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an insurance company having at least AA rating from PACRA/JCR.

Performance Security for the full amount of 10% shall remain valid till the date certified in the Taking Over Certificate (TOC) and half of it i.e. 5% provided in the form of bank guarantee shall be released upon issuance of TOC. Thereafter, the Performance Security for the amount of 5% arranged bank guarantee shall remain valid till the issuance of Defect Liability Certificate (DLC).

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

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract.

14.1 Programme to be Submitted

(a) The Contractor shall submit to the Engineer detailed program for the following, within 21 Calendar days from the date of receipt of Letter of Acceptance:

- 1) Base line schedule with resource and cost loaded in Primavera P6 (.xer file format)
- 2) Execution of Works;
- 3) Resource Employment;
- 4) Local Material Procurement;
- 5) Material Imports, if any;
- 6) Equipment Deployment Plan; and
- 7) Other details as required by the Engineer

(b) Pursuant to Sub Clause 60.11 hereof, besides other obligations, no mobilization advance will be paid until unless Contractor will submit Programme of the Works in accordance with PCC Sub Clause 14.1.

(c) The Submitted Construction Schedule shall be

- 1) Developed and presented on Project Management Software Primavera Project Planner P6 or later.

- 2) Developed on the basis of Work Breakdown Structure provided or approved by The Engineer/Employer.
 - 3) Detailed up to level 4 or as required by The Engineer/Employer.
 - 4) Appropriate quantity of direct resources (material, labour, equipment) should be allocated to all activities and showed in submitted construction schedule. Labour resource should be divided according to related trades (e.g. Mason, Operator, helper etc.) Contractor should make sure that no resource is being overallocated.
 - 5) BOQ amount should be loaded to each construction activity. Earned Value Management Reporting to be ensured accordingly.
 - 6) Identifying the critical path activities, showing all works including temporary works, the relation between early and late starting dates for each activity until completion, which will be the same as the specified Project end date.
- (d) Program should be submitted (both hard and soft copy) strictly following the guidelines and format specified in this section.

The following is added at the end of 14.2

14.2 Revised Programme

If at any time, it should appear to the Employer and or/ The Engineer that the actual Progress of the works does not conform to the program of the Works to which approval has been given under Sub Clause 14.1, the Contractor shall produce, at the request of Employer or /the Engineer a revised Program of works showing the modifications to such program necessary to ensure completion of the Works within the Time of completion. The Contractor shall produce any such revised program of works to the Employer and/or the Engineer within seven 7 days of being requested to do so by the Employer and/or the Engineer. The revised programme or works thus produced shall subject to review and approval of the Engineer. The Contractor shall on a monthly basis annotate a copy of his current program of works to indicate progress achieved during the month and provide a copy thereof to the Employer and/or the Engineer within seven 7 days of the end of the month to which the annotated program of works refers.

In the event of delays, the Contractor shall describe the action to be taken by him to overcome the adverse conditions and to maintain the planned construction Program. If in the opinion of the Employer and or/ the Engineer the Contractor falls behind the progress program, the Contractor shall take steps as necessary to improve the progress and shall submit for review and approval of the Employer and/ or the Engineer revised programs to demonstrate that the Milestones will be achieved all without additional cost to the Employer and without affecting the Employer's right to recover all cost in accordance with the Contract.

14.3 Cash Flow Estimate to be Submitted

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

The following Sub-Clause 14.5 is added:

14.5 Detailed Programme and Monthly Progress Report

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

- (1) Execution of Works;
 - (2) Labour Employment;
 - (3) Local Material Procurement;
 - (4) Equipment Detail to be used;
 - (5) Material imports, if any; and
 - (6) Other details as required by the Engineer.
- b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 7 copies each of Monthly Progress Reports covering:
1. Executive Summary
 2. Contract Startup Activities
 3. Risk Management
 4. Programme Monitoring
 5. Performance Security / Guarantees & Insurances Details
 6. Change Management
 7. Financial Management
 8. Environmental Management Health & Safety
 9. Completion of Works and Contract Closure
 10. Photographs to illustrate Progress
 11. Drone Video Progress Documentary
 12. Time Lapse & Real Time Web Based Progress Centre
- c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.
- d) Drone Video Progress Documentary:
- The Contractor shall document the entire project development from various position and capture a complete video documentary on monthly basis with high resolution drone cameras. Properly comprehensive progress video as required by The Engineer/Employer.
- Drone video Progress Documentary must be submitted on Monthly Basis as per satisfaction of The Engineer/Employer along with Monthly Progress Report on 8th Day of Each Month.
- e) Time Lapse & Realtime Web Based Progress Centre
- The Contractor shall document the entire project development and project assets from various static angles by placing several Time Laps high resolutions cameras and setup an un interrupted web-based progress centre.

The following Sub-Clauses 15.2 and 15.3 are added:

15.2 Language Ability of Contractor's Representative

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

15.3 Contractor's Representative

The Contractor's authorised representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorised representative at Site shall be authorised to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint a replacement.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staff are not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan preferably from the project area and its vicinity.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

The Contractor shall:

- Prevent all road accidents that might arise as a consequence of its activities;
- Adhere to the following principles of Environmental Management Guidelines;
- Minimize gaseous emissions, liquid effluents and discharge of solid waste that is known to have a negative impact on the environment;
- Within fourteen (14) days of the commencement date the Contractor shall submit his (Project Health and Safety Plan) to the Engineer review, He should nominate the key person in his organization who will be responsible for administering the plan;
- In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorise or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose;
- All employees shall be physically qualified for performing the duties to which they are assigned, Operators of equipment and vehicles shall be qualified (licensed) they shall be able to read and understand the signs, signals and operating instructions in use;
- Contractor shall protect all people involved with or potentially affected by its operation from the adverse consequences of fire or explosions and shall safeguard all Engineer's assets to a level commensurate with their critically;

- Contractor must also provide adequate protective clothing and equipment PPE's to prevent, so far reasonably practicable risk of accidents or adverse effect on safety and health;
- Contractor is required to ensure that, so far as is reasonably practicable, the workplace, machinery, equipment and process under control are safe and without a risk to health;
- Prior to start of work, Contractor must provide measures to deal with emergencies and accidents, including adequate first aid arrangements, in the ratio of one (01) unit each twenty-five(25) persons or less, also and emergency vehicle, doctor and equipped clinic in case of exceeding 500 workers or providing private personnel health card for each worker at close clinic to the project as per prevailing Pakistan Labour Law;
- Contractor shall recognize the responsibility to protect the environment in order that the future well-being of society is safeguarded and make every effort to minimize the impact of its operations on the environment and people;
- Contractor's liability insurance should satisfy requirements to carry appropriate insurance so that a worker who is harmed is assured of receiving compensation. Other cost that be incurred relate to:
 - Damage to properties, goods and equipment
 - Accident investigations
 - Possible fines and associated legal fees
- Qualified and experienced safety officers and the number of officers and safety staff that comply to international safety practices as applicable, one officer for each 150 workers shall be deployed at the site;
- The Contractor and his supervisors/foremen are responsible for administration of comprehensive Project HSE plan. The Project HSE Plan shall embody prevention of accidental injury, occupational illness and property damage. The Contractor shall provide and maintain a safe hazard free workplace for their employees, for fellow workers and general public. The project HSE plan shall ensure the involvement and active participation of all project employees by requiring safety training, which shall promote recognition of unsafe acts, unsafe conditions and potential and actual hazards, and the immediate corrective action to be taken. All the employees shall be constantly aware of their responsibilities to work in a safe manner;
- The Contractor shall identify the hazards involved in the Project during the Contract execution and shall implement the necessary controls to eliminate or mitigate these hazards.
- Expedition response in case of injury, fire, security and natural disaster etc. to be ensured;
- Water sprinkling within the Project boundary to be ensured on as required basis;
- Adequate number of manpower to be deployed depending upon the weight and extent of the material/equipment to be lifted;
- Fall protection above 1.8 m (6 ft.) to be provided with guard / handrails, full body harness and safety nets;
- Guard rails and toe boards above 20 m (65 ft.) required to cordon off the Project site to be provided;
- Scaffolding and ladder not to be used without approval from safety staff;
- Angle of repose to be calculated and implemented where the depth of excavation exceeds 1.2 m;

- Drilling bore holes and pits to be covered and barricaded;
- Noise exceeding 85 dBA to be avoided for daily exposure and 140 dBA for peak exposure, Ear plugs and earmuffs to be ensured for peak exposure;
- 3-wire type extension cords to be used for electrical works and worn electrical cables to be discarded;
- Waste disposal at Government approved locations to be done on daily basis.

Notwithstanding the provisions contained under this Sub-Clause, any additional cost with regard to HSE as incurred by the Contractor with the consent of the Engineer duly approved by the Employer, shall be payable to the Contractor.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative and deemed to be included in the Contract price.

20.4 Employer's Risks

The text of the Sub-Clause 20.4 is deleted and substituted with the following:

The Employer's Risks are:

- (a) (Insofar as they relate to Pakistan) war and hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (b) (Insofar as they relate to Pakistan) rebellion, revolution, insurrection, military or usurped power or civil war;
- (c) ionizing radiation or contamination by radioactivity from any nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
- (d) pressure waves caused by aircraft travelling at sonic or supersonic speed;
- (e) (Insofar as they relate to Pakistan) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors.
- (f) use or occupation of the Work or any part thereof by the Employer;
- (g) fault, error, defect or omission in the design of any part of the Works by the Engineer, Employer or those for whom the Employer is responsible for which the Contractor has disclaimed responsibility in writing within a reasonable time after the receipt of such design;
- (h) the use or occupation of the Site by the Works or any part thereof, or for the purposes of the Contract: or interference, whether temporary or permanent with any right of way, light, air or water or with any easement, wayleaves or right of a similar nature which is the inevitable result of the construction of the Works in accordance with the Contract;
- (i) the right of the Employer to construct the Works or any part thereof on, over, under,

in or through any land; and

- (j) the act, neglect or omission or breach of contract or of statutory duty of the Engineer, the Employer or other contractors engaged by the Employer or of their respective employees or agents.”.

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 paras (a) to (e).

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan having at least AA rating from PACRA/JCR.

Costs of such insurances shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favourable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

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

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with

the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements, to the satisfaction of the Engineer's Representative.

34.6 Epidemics

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

34.7 Supply of Water

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

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

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

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

36.3 Costs of Tests

The following new paragraph is added at the end:

Notwithstanding the above, material testing laboratory shall be established at the Site. The cost in respect of establishing, maintaining site laboratory and conducting tests at the site or any other laboratory as required by the Engineer, shall be borne by the Contractor, and shall be deemed to be included in the bid price.

The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text of Sub-Clause 41.1 is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

Within seven (07) days after signing of Contract, the Contractor shall establish fully functioning Site offices separately for himself and the Engineer with telephone, facsimile and e-mail facilities and a postal address for receipt of correspondence and shall mobilise to the Site the Contractor's Representative.

47.3 Bonus for Early Completion of Works

This Sub-Clause is deleted in its entirety.

48.2 Taking Over of Sections or Parts

For the purposes of Para (a) of this Sub-Clause, separate Times for Completion shall be

provided in the Appendix-A to Bid “Special Stipulations” if applicable.

51.2 Instructions for Variations

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

52.1 Valuation of Variations

In the tenth line, after the words “Engineer shall” the following is added:

“within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.”

52.2 Power of Engineer to Fix Rates

The following paragraphs are added at the end:

Provided further that no change in the rate or price for any item contained in the Contract shall be considered unless the actual quantity of work executed under such item exceeds or falls short of the quantity set out in the Bill of Quantities by more than 25 percent

If altered, additional or substituted work includes any item of work, for which no rate is specified in the priced Bill of Quantities (BOQ) of this Contract, then the rate of that particular item shall be taken or derived from the prevailing Market Rates System (MRS) (input rates), Government of the Punjab. If the rate of such item is either not available in MRS or not derivable from MRS input rates, then that rate shall be probed by the Engineer on the basis of market rates.

53.4 Failure to Comply

The text of sub clause (53.4) is deleted and replaced with the following:

"If the Contractor fails to comply with any of the provisions of this Clause in respect of any claim which he seeks to make, he shall not be entitled to any compensation thereof".

54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

60.1 Monthly Statements

In the first line after the word “shall”, the following is added:

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

At the end of the Clause add the following text:

“The Contractor's monthly statements shall be duly supported with documentary evidence by the Contractor showing date and the works executed upto the end of the

month in question along with an explanation of the works shown, in narrative.

Costs of such Satellite Imageries shall be borne by the Contractor.”

60.4 Correction of Certificates

The following new paragraph is added at the end:

The final Contract Price/ payment shall be adjusted at the same percentage above / below the amount of revised sanctioned amount of the Contract as were at the time of approval of the Bid/ award of the Contract so as to pre-empt and recover excess payment.

60.10 Time for Payment

The text is deleted and substituted with the following:

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 47, be paid by the Employer to the Contractor within 28 days after such Interim Payment Certificate has been delivered to the Employer, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 56 days after such Final Payment Certificate has been delivered to the Employer.

The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

The following Sub-Clause 60.11 is added:

60.11 Financial Assistance to Contractor

Financial assistance shall be made available to the Contractor by the Employer as follows:

- (a) Within twenty eight (28) days of the Commencement Date, upon the written request of the Contractor duly processed by the Engineer, the Employer shall sanction an interest free Mobilization Advance equal to ten percent (10%) of the Contract Price stated in the Letter of Acceptance against submission of unconditional Mobilization Advance Bank Guarantee in accordance with the prescribed format provided herein.

Initially a sum equal to five percent (05%) shall be paid to the Contractor subject to the fulfillment of the following:

- i. Submission of acceptable Performance Security under Sub-Clause 10.1;
 - ii. Signing of Contract Agreement between Parties;
 - iii. Submission of Programme of Works under Sub-Clause 14.1;
 - iv. Submission of Bank Guarantee equal to the full amount of Mobilization Advance issued by a scheduled bank of Pakistan, acceptable to the Employer.
- (b) A further sum equal to five percent (05%) of the Contract Price shall be paid to the Contractor upon the certification of the Engineer to the effect that Contractor's mobilization is complete in the following aspects and he is ready to commence the work:

- i. Approval of Programme of Works under Clause 14.1
 - ii. Provision of machinery and equipment at the Site, as instructed by the Engineer.
 - iii. Submission of a statement indicating status / plan / commitment for mobilization / hiring / purchase of remaining machinery.
 - iv. Completion of facilities to be provided to the Consultants or the Engineer/Engineer's Representative as per Contract Document.
 - v. Submission of all guarantees as required by the Contract.
 - vi. Establishment of Employer's, Engineer's and Contractor's site office.
 - vii. Deployment of Contractor's technical as well as managerial staff, as per requirement of site.
 - viii. Proper taking over of the site.
 - ix. Installation of project boards at all ends.
 - x. Completion of safety arrangements for the traffic and public in general.
 - xi. The Mobilization Advance shall not be subject to retention;
- (c) Provision of Bank Guarantee for Advance Payment will be at the cost of the Contractor and the Employer shall not pay any amount whatsoever in connection with arranging security against Mobilization Advance. The Contractor shall, however, be entitled to reduce the amount of the security progressively following the deduction of each instalment from the Interim Payment Certificates as provided for under Sub-Clause d(i) of this Clause, provided always that such security shall not at any time be less than the amount of the Mobilization Advance remaining to be recovered by the Employer;
- (d) The Bank Guarantee for Advance Payment shall remain effective until the Mobilization Advance has been recovered in full through deductions from interim Certificates as follows:
- i. Interim recovery through amortization at 10% of each invoice until the full Advance Payment has been recovered;
 - ii. Recovery will be completed one (01) month before the date of Completion of the Works under Sub-Clause 43.1;
 - iii. Initially the percentage stated in (d)i. above of the amount of each Interim Certificate will be recovered. A different percentage may be specified by the Engineer at any time if such is necessary in order to accomplish complete recovery within the period as stated above.
- (e) Upon the issue of a Taking-Over Certificate for the whole Works or upon the occurrence of any of the events specified in Sub-Clause 63.1 or upon termination under Clause 65, 66 or 69, the whole of the balance of the Mobilization Advance then outstanding shall immediately become due and payable by the Contractor to the Employer".

63.1 Default of Contractor

In sub clause (63.1), the following paragraph (f) is added after paragraph (e):

"(f) has been involved in Corrupt, Fraudulent, Collusive or Coercive Practices.

For the purposes of this Sub-Clause:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract.

(ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.

(iii) "Collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to influence the action of any party in procurement process or the execution of a contract".

(iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract."

The following Para is added at the end of the Sub-Clause:

Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

65.2 Special Risks

The text is deleted and substituted with the following:

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

67. 3 Arbitration

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

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

The following paragraph is added:

The place of arbitration shall be at Lahore, Pakistan.

68.1 Notice to Contractor

The following paragraph is added at the end:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notice to Employer's Representative and Engineer

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

a) The Employer's Representative is

Executive Director (Engineering), RUDA
Ravi Urban Development Authority, Gate 14, National Hockey Stadium, Block E
2, Gulberg III, Lahore, Punjab.
Tel: 042-99202189
Fax: 042-36369004

b) The Engineer is

70.1 Increase or Decrease of Cost

The text of the Sub-Clause 70.1 is deleted in its entirety:

73.1 Payment of Income Tax

The Contractor and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes

The bid prices by the Contractor shall be deemed to include, all taxes duties and other charges imposed inside and outside Pakistan or the production, manufacture sale and transport of the Contractors equipment, plants, materials & supplies to be used on or furnished under the Contract and or the services performed under the Contract.

73.3 Advance Income Tax

All payments (gross) as payable to the contractor/subcontractor will be subject to Withholding Tax / Advance Tax at prescribed rate, at the time of payment. The deduction of advance income tax from the gross payable bill amounts shall be made in accordance with prevalent income tax laws of the Government of Pakistan. These deductions shall be deposited in the Government Treasury by the Employer to the account of the contractor within prescribed period.

The Employer shall within 28 days of making any such deduction provide to the contractor a certificate of tax deduction and deposit into the Government Treasury.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L to his Bid, then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

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

76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

77.2 Photographs

No photographs of the site or the works or any part thereof shall be taken, published or circulated without the prior written permission of the Employer and no such permission shall exempt the Contractor from complying with the laws and regulations regarding taking and publishing photographs.

77.3 Publicity

The Contractor shall not give any information concerning the works for publication in the press or media of any kind without the prior written approval of the Employer.

78.1 Declaration

The condoning by the Employer of any breach of the Contract by the Contractor shall in

no way prejudice or affect or be construed as a waiver of the Employer's rights, powers, and remedies under the Contract in respect of any other breach.

79.1 No Personal Liability on Public Officers

In making any act or exercising any power or authority in pursuance of the Contract, the Employer, the Engineer and the Engineer's Representative (and their employees) shall not in any way be personally bound by or liable for the acts or obligations of the Employer or the Engineer or the Engineer's representative (As the case may be), or be answerable for any default or omission in the observance or performance of any of the acts, matters or things contained therein.

NOT FOR USE OF BID SUBMISSION