

TRADING CORPORATION OF PAKISTAN (PVT) LIMITED MINISTRY OF COMMERCE GOVERNMENT OF PAKISTAN

No. TCP/REOD/Bore/K/2023

18th September, 2023

NOTICE FOR INVITING TENDER

DRILLING OF WELL OF 500 FT. AND INSTALLATION OF SUBMERSIBLE PUMP FOR FIREFIGHTING SYSTEM AT TCP KORANGI GODOWN, KARACHI

Trading Corporation of Pakistan (Pvt.) Ltd., (TCP'), Karachi invites bids, under single stage, One envelop bidding procedure, from eligible firms licensed by the Pakistan Engineering Council in the category C-6, for the works of Drilling of well and installation of submersible pump duly registered with all Federal and Provincial tax authorities and active on tax payers list.

2. Interested and eligible firms may submit their sealed offers/bids to be dropped in the Tender Box placed at Reception Counter of TCP at 4th Floor, Block-B, Finance & Trade Centre, Shahrah-e-Faisal, Karachi, on 05th October, 2023 by 1100 hours, which will be opened on the same day by 1130 hours in the TCP's Board Room, in presence of bidders or their authorized representatives who may wish to be present.

3. Document containing detailed Terms and Conditions, can be purchased from the following TCP's Offices on payment of Rs.2,000/- (Rupees Two Thousand Only) on all working days (Monday to Friday) from 08:00 am to 04:00 pm after publication of the tender.

- i Deputy Manager (Cash), Trading Corporation of Pakistan (Pvt.) Ltd, 4th Floor, Block-B, Finance & Trade Centre, Sharah-e-Faisal, Karachi, Pakistan (Phone: 021-99202947-49 Ext.: 235);
- ii General Manager, Regional Office, 2nd Floor L.D.A Plaza, Egerton Road Lahore (Phone No. 042-99206067, 99206068);
- iii Manager Incharge, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., House No. 47, Street No. 02, PHAF Residencia Kuri Road, Islamabad.
- iv The tender documents can also be downloaded from TCP's website <u>www.tcp.gov.pk</u> and PPRA's website <u>www.ppra.org.pk</u> also. Interested parties would however be required to provide separate Demand Draft/Pay Order of Rs.2,000/- as tender documents fee while submitting the bids without which their bids will not be accepted.

4. The Interested parties who have not fulfilled their contractual obligation with TCP previously shall not be eligible to participate in the Bids, unless they clear their dues along with penalties or fulfill their contractual obligations in services with TCP, as the case may be, before tender opening date. Furthermore, the firms against whom blacklisting process have been initiated or they have been blacklisted by TCP/any government department, are not eligible to participate. Detailed requirements are indicated in the Tender Document containing tender terms & conditions.

5. TCP reserves the right to reject any or all bids at any time prior to their acceptance as per PRA Rule.

(MUHAMMAD A JPAR) DGM INCHARGE (REOD)



- 4) Form of Bid & Appendices to Bid.
- 5) Bill of Quantities.
- 6) Form of Bid Security.
- 7) Form of Contract Agreement.

8) Forms of Performance Security.

7.0 Time limit for clarification:

Minimum number of days to seek clarification by the prospective bidder is 07 days prior to the deadline for submission of the bids.

8.0 Bid language:

The language in which the Bidding Documents are written is 'English'.

9.0 Documents Accompanying the Bid:

The Bidder shall submit with its Price Bid, the complete copies of credentials duly signed and stamped in accordance with the Appendices to Bid as follows:

- a. Letter of Price Bid
- b. Bill of Quantities.
- c. Bid Security in form of Pay Order.
- d. Written confirmation authorizing the signatory of the Bid to commit the Bidder.
- e. Pending litigation information.
- f. Mandatory Critical Equipment
- g. Integrity Pact

10.0 Currencies of Bid and Payment:

Bidders to quote entirely in Pakistani Rupees.

11.0 Period of Bid Validity:

The Bid shall remain valid for a period of 90 days after the Date of Bid Opening.

12.0 Amount of Bid Security:

The amount of Bid security shall be fixed sum (minimum) 3% of the bid amount in the form of Pay Order issued by any scheduled bank of Pakistan, in the name of "Trading Corporation of Pakistan (Pvt.) Limited (TCP)".

13.0 Alternate Proposals by Bidder:

Alternative proposals will not be considered by the Employer.

14.0 Number of copies of the Bid to be completed and returned:

One Original Financial Proposal.

15.0 Employer's address for the purpose of Bid submission:

4th Floor, Block-B, FTC Building, Shahrah-e-Faisal, Karachi.

16.1Format and Signing of Bid

16.1.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be

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Bidding Data

 1.0 Name and address of the Employer: Dy. General Manager REOD Trading Corporation of Pakistan (Pvt.) Ltd, 4th Floor, Block-B, FTC Building, Shahrah-e-Faisal, Karachi.

1.1 Name of the Project & Summary of the Works:

"Drilling of well of 500 ft. and Installation of Submersible Pump for Firefighting System at TCP Korangi Godown, Karachi"

The works to be carried out will be Resistivity survey for identification of borehole of expected water yield 60,000 gallons, Test borehole: Drilling by \emptyset 16" Bit by Straight Rotary (500 ft.), Providing, Lowering Screen and Blank D Class 8 inch \emptyset Pipe Casing with all necessary fittings & material (M.S Cone, Nuts, Screw, and Solution etc.), Construction of concrete slab, Providing and Installation of New Submersible Pump of 10 HP motor pump.

2.0 Type of financing:

TCP has reserved the funds from its own resources.

3.0 Eligible Bidders:

- a) Duly licensed by the Pakistan Engineering Council (PEC) in the category C-6.
- b) Registered with FBR / Tax Department, NTN & SST and must be on ATL.
- c) is not in bankruptcy or liquidation proceedings.
- d) has not been convicted of fraud, corruption, collusion or money laundering.
- e) is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the management contract
- f) does not fall within any of the circumstances for ineligibility listed (Ineligibility of a Interested Person) of the RFP.
- g) is never blacklisted by any of Government, Semi Government and Autonomous.

4.0 One Bid per Bidder:

Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid will be disqualified.

5.0 Cost of Bidding:

The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.0 Contents of Bidding Documents:

The Bidding Documents, in addition to invitation for bids, are stated below:

- 1) Bidding Data.
- 2) General Conditions of Contract, Part-I (GCC).
- 3) Particular Conditions of Contract, Part-II (PCC).

for performing the Contract strictly in accordance with the Bidding Documents.

- 16.1.2 All appendices to Bid are to be properly completed and signed.
- 16.1.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 16.1.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and 'COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 16.1.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub-Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 16.1.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 16.1.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 16.1.8 Bidders should retain a copy of the Bidding Documents as their file copy.

16.2 Sealing and Marking of Bids

16.2.1 Each bidder shall submit his bid as under:

- **16.2.1.1** ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
- **16.2.1.2** The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed.
- **16.2.1.3** The inner and outer envelopes shall:
 - (a) be addressed to the Employer at the address provided in the Bidding Data;

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

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

16.2.1.4 In addition to the identification required in Sub- Clause 17.2.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".

16.2.1.5 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

17 Deadline for Submission of Bids.

17.1 Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data.

17.2 Bids with charges payable will not be accepted, nor will arrangements be

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undertaken to collect the bids from any delivery point. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.

17.3 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

18.0 Bid Opening

18.1 The bidder's name, total Bid Price, any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.

19.0 Name and Number of the Contract:

Dy. General Manager, Real Estate Operation Division, Trading Corporation of Pakistan (Pvt.) Limited (TCP) Ph: 021-99202721

20.0 Deadline for submission of bids: Bid should be submitted on or before 11:00 (hours) on 05th October, 2023 at the address mentioned below:

4th Floor, Block-B, FTC Building, Shahrah-e-Faisal, Karachi.

21.0 Venue, time, and date of Bid opening:

All the bids will be opened after 11:30 on the same day and venue on which bids will be submitted.

22.0 Standard form and amount of Performance Security acceptable to the Employer:

Performance Security shall be an amount equal to 5% of the Contract Price issued by Scheduled Bank of Pakistan having atleast AA rating from PACRA/JCR.

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LETTERS OF TECHNICAL BID/ PRICE BID, AND APPENDICES TO BID

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LETTER OF PRICE BID

Date: _____ Bid Reference No. _____ (Name of Contract/Works)

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To:

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We, the undersigned, declare that:

a. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9;

b. The total price of our Bid, excluding any discounts offered in item (c) below is:

c. The discounts offered and the methodology for their application are:

- d. Our Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- e. If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- f. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- g. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- h. We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet;

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i. If awarded the contract, the person named below shall act as Contractor's Representative.

Signature:

In the capacity of _____

Duly authorized to sign Bids for and on behalf of

(Name of Bidder in Block Capitals) (Seal) Dated this ______ day of ______ 20____

Address: _____

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BA-1 Appendix-A to Bid

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Conditions of Contract 2% of the Contract Price stated in the Engineer's Authority to issue 1. 2.1 Variation in emergency Letter of Acceptance. 5% of Contract Price stated in the 2. Amount of Performance Security 10.1 Letter of Acceptance. Within 07 days from the date of 3. 14.1 Time for Furnishing Programme receipt of Letter of Acceptance. Within 07 days from the date of receipt of Engineer's Notice to Commence which shall be issued 5. Time for Commencement 41.1 within fourteen (14) days after signing of Contract Agreement. 30 days from the date of receipt of 43.1, 6. Time for Completion Notice to Commence. 48.2 365 days from the effective date of 49.1 8. Defects Liability Period Taking Over Certificate. 5% of the amount of Interim Payment 9. Percentage of Retention Money 60.2 Certificate. 5% of Contract Price stated in the 10. Limit of Retention Money 60.2 Letter of Acceptance. Time of Payment from delivery 28 days from the date of submission 11 of Engineer's Interim Payment 60.10 to the Engineer. Certificate to the Employer.

SPECIAL STIPULATIONS Clause

BB-1 Appendix-B to Bid

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BILL OF QUANTITIES

Bill of Quantities are attached as Annexure-A

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BC-1 Appendix-C to Bid

Mandatory Critical Equipment – RELATED ITEMS

[The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

Note: Drilling of Bore Hole shall be done by Straight Rotary drilling so it is mandatory for the Bidder to own the Rotary Drilling Machine.

BC-2 Appendix-C to Bid

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Capacity HP Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
a. Owned	Rotary Drilling Machine					
b. To be Purchased						
					•	
c. To be arranged on Lease						
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LIST OF MAJOR EQUIPMENT



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BD-1 Appendix-D to Bid

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(INTEGRITY PACT)

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

Contract No	Dated
Contract Value:	
Contract Title:	

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer: Signature: [Seal] Name of Seller/Supplier: Signature: [Seal]

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FORMS

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PERFORMANCE SECURITY CONTRACT AGREEMENT

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FORM OF PERFORMANCE SECURITY

	Guarantee No
	Executed on
	Expiry date
[Letter by the Guarantor to the Employer]	
Name of Guarantor (Bank) with address:	
	(Scheduled Bank in Pakistan)
Name of Principal (Contractor) with address:	
Penal Sum of Security (express in words and figur	es)
Letter of Acceptance No.	Dated
KNOW ALL MEN BY THESE PRESENTS, that Documents and above said Letter of Acceptance the request of the said Principal we, the Guarante unto the	(hereinafter called the Documents) and at or above named, are held and firmly bound (hereinafter called the above for the payment of which sum well we bind ourselves, our heirs, executors,
THE CONDITION OF THIS OBLIGATION I accepted the Employer's above said L (Name	
(Name of I	Project).
NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all

the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

PS-1

PS-2

We, _________ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

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

Witness: 1._____

2.

Corporate Secretary (Seal)

Guarantor (Bank)
Signature
Name
Title

Name, Title & Address

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CON	TRACT	AGREEMENT	(hereinafter	called t	the "	Agreement")	made on	the
		day	of	(mon	nth)	2023	bet	ween
(1		41 (5)			+ho		nort	and
(hereafter	called	the "l	Employer") (here			he "Contractor	part r") of the	and other
	~		(1101)				, ,	

part.

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

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

- (a) The Contract Agreement;
- (b) The Letter of Acceptance;
- (c) The completed Form of Bid;
- (d) Special Stipulations (Appendix-A to Bid);
- (e) The Particular Conditions of Contract Part II;
- (f) The General Conditions Part I;

(g) The priced Bill of Quantities (Appendix-D to Bid);

- (h) The completed Appendices to Bid (B, C, E to L);
- (i) The Drawings;

(k)

(j) The Specifications.

_____ (any other)

- 3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
- 4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

Signature of Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Seal)

Witness:

(Name, Title and Address)

(Name, Title and Address)

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[Notes on the Conditions of Contract]

The Conditions of Contract comprise two parts:

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

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

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

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

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

The FIDIC Conditions of Contract are copyrighted and may not be copied, faxed, or reproduced.

The FIDIC Conditions of Contract can be referred to in the bidding documents, and the bidders are advised to obtain copies directly from FIDIC.

The "CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION" section has been removed as FIDIC doesn't allow it to be copied. Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat P.O. Box 86 1000 Lausanne 12 Switzerland e-mail: fidic.pub@fidic.org – FIDIC.org/bookshop]

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

1.1 Definitions

(a) (i) The Employer is:

Deputy General Manager (Real Estate Operation Division) Trading Corporation of Pakistan (Pvt.) Limited 4th & 5th Floor, Block-B, FTC Building, Shahrah-e-Faisal, Karachi.

(a) (iv) The Engineer is:

The following paragraph is added:

- (a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture 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 there from 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) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".
- (ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".
- (iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

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- (iv) Any action under Clause 40 "Suspension".
- (v) Any action under Clause 44 "Extension of Time for Completion".
- (vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).
- (vii) Issuance of "Taking Over Certificate" under Clause 48.
- (viii) 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.
 - (ix) Fixing rates or prices under Clause 52.
 - (x) Extra payment as a result of Contractor's claims under Clause 53.
 - (xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".
- (xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.
- (xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.
- (xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

* (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.)

2.2 Engineer's Representative

The following paragraph is added:

The Employer shall ensure that the Engineer's Representative is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)

The following Sub-Clauses 2.7 and 2.8 are added:

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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 (if completed);

(2) The Letter of Acceptance;

(3) The completed Form of Bid;

(4) Special Stipulations (Appendix-A to Bid);

(5) The Particular Conditions of Contract – Part II;

(6) The General Conditions – Part I;

(7) The priced Bill of Quantities (Appendix-D to Bid);

(8) The completed Appendices to Bid (B, C, E to L);

(9) The Drawings;

(10) The Specifications; and

(11) _____ (any other).

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

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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

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

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 28 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, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan.

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

The following Sub-Clause10.4 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**

The programme shall be submitted within 07 days from the date of receipt of Letter of Acceptance, which shall be in the form of:

i) Bar Chart identifying the critical activities.

14.3 Cash Flow Estimate to be Submitted

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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 programme for the following:
 - (1) Execution of Works;
 - (2) Labour Employment;
 - (3) Local Material Procurement;
 - (4) Material Imports, if any; and
 - (5) Other details as required by the Engineer.
- (b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 10 copies each of Monthly Progress Reports covering:
 - (1) A Construction Schedule indicating the monthly progress in percentage;
 - (2) Description of all work carried out since the last report;
 - (3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
 - (4) Monthly summary of daily job record;
 - (5) Photographs to illustrate progress; and
 - (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
- (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.

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. Alternately 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 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.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

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.

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

19.4 Lighting Work at Night

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.

20.4 Employer's Risks

The Employer's risks are:

Delete the text and substitute with the following:

- (a) insofar as they directly affect the execution of the Works in Pakistan:
 - (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic

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explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,

- (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:
 - (i) could not have reasonably foreseen, or
 - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (a) prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - (b) insure against.

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) (i) to (iv).

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 and acceptable to the Employer.

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.

34.6 Epidemics

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

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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 recognised 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.

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.

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41.1 Commencement of Works

The text 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.

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".

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.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

54.3 Customs Clearance

This Sub-Clause is deleted in its entirety.

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.

The following Sub-Clauses 59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or

- i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
 - ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

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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,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub-Cause 60.11 (a)(6) hereof". (in case Clause 60.11 is applicable)

60.2 Monthly Payments

In the first line, "28" is substituted by "14".

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 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

63.1 Default of Contractor

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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) (i) to (a) (v).

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 Karachi, Pakistan.

68.1 Notice to Contractor

The following paragraph is added:

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 and Engineer

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

a) The Employer:

Deputy General Manager (Real Estate Operation Division)

Trading Corporation of Pakistan (Pvt.) Limited

4th Floor, Block-B, FTC Building, Shahrah-e-Faisal, Karachi.

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70.1 Increase or Decrease of Cost

Sub-Clause 70.1 is deleted in its entirety.

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

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73.1 Payment of Income Tax

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

73.2 Customs Duty & Taxes

Not Applicable.

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.

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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.

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77.1 Joint and Several Liability

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 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.

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S. No.	Description of Activities		Quantity	Rate (Rs.)	Amount (Rs.)
1.0	Resistivity Survey			· · ·	
1.1	Conduct Resistivity Survey to identify the			· ·	
2.0	Test Bore Hole	1			······································
2.1	Mobilization of Staff at Site	Job	1		
2.2	Drilling by Ø 16" Bit by Straight Rotary (500 ft.)	Rft	500		······································
2.3	Sampling of Strata for Aquifer Prospects	Job	1		
3.0	Construction Material	1			
3.1	Providing, Lowering Screen and Blank D Class 8 inch Ø Pipe Casing, complete with all necessary fittings & material (M.S Cone,Nuts, Screw, and Solution etc.)	Rft	520		
3.2	Providing crush or gravel	Job	1		
3.3	Construction of concrete slab complete in all respect	Job	1		
4.0	Submersible Pump				
4.1	Providing and Installation of New Submersible Pump according to technical specification of 10 HP motor pump.		1		
4.2	Providing of 1.5 inch P.E Roll Pipe	Rft	550		
4.3	Providing, Installation, Termination and Commissioning of 3 Core10 sq.mm flat waterproof flexible electric cable.	Rft	550		
4.4	Providing & Fixing Well Cover Plate Of 1ft*1ft	No.	1		
4.5	 Providing, Installation, Testing and Commissioning of 3 HPto 7.5 HP Motor Control Unit (M.C.U) consist of Metallic Box 4.5 IP165, Circuit Breaker 3 Pole, Magnetic Contactor, Electric Over Current Relay, Dry Running ProtectionDevice, Delay Timer, On/Off Push Button. 		1		

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