

SPECIAL CONDITIONS OF CONTRACT

6 Possession of Site

(Substitute the clause 6 with following text)

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

10 Programme to be furnished

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

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

18 Quality of Material, Workmanship and Tests

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

24 Extension of Time for Completion

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

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

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

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

25 Termination of Contract for slow progress

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

29 Liquidated damages for delay

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

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

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

31 Suspension of Works

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

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

32 Care of Works

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

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

41 Valuation of Works

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

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

47 Period of Maintenance

- 47.2 Period of Maintenance or Defects Liability Period shall be of one-hundred eighty (180) days duration.

59 Increase or Decrease of Cost

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

64 Payments to Contractor

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

65 Settlement of Disputes

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

66 Authenticity of Financial Instruments

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

67 Obligations of the Contractor

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

execution and shall not be entitled for any compensation whatsoever on account of wastage of time and labour due to any reason.

- 67.6 The Contractor shall enclose the work / site area as per direction of the Divisional Engineer or his representative at his own cost. He will also ensure safety of workers as well as passenger(s) and airport staff during and after the work hours.
- 67.7 The Contractor shall submit a list of fittings, fixtures, equipment etc. to be dismantled as approved by Engineer In charge accordingly.
- 67.8 Generally, the works will be carried in accordance with Electrical Act 1910 read with Electricity Rules 1937 and any amendments thereto, Pak PWD Specifications for Electrical Works & latest editions of I.E.E rules of Building Equipment.
- 67.9 All wires & Cables to be used for executions of work will be copper conductors.
- 67.10 Damages done by the contractor during execution of work will be made good by the Contractor as per Engineering specifications and to the complete satisfaction of the Engineer In charge.
- 67.11 The contractor will perform all types of tests as directed by E&M Engineer In charge after / before executions of his work & will submit test reports in this regard if required.
- 67.12 Cost of samples of materials will not be claimed & test charges for all required tests as instructed by the E&M Engineer from Govt. or other authorities will be borne by the contractor without any extra claim of this effect.
- 67.13 The Contractor will submit warranty / guarantees & literature of the Air-Conditioning equipment, Electrical equipment or Mechanical equipment etc. as desired by Engineer In charge.
- 67.14 The approved makes of materials, accessories & equipment are provided in Appendix-F. works shall be executed subject to approval of samples from Engineer In charge.
- 67.15 Any equipment / items during execution / testing / commissioning & during maintenance period if burnt out / malfunctioning or broken will be replaced by the contractor without any extra cost.
- 67.16 The contractor shall prepare / submit detailed shop drawings, level sheets (X-sections/ L-sections etc.) at his own cost and get approved by PAA before execution of work if, so required.
- 67.17 Afghan and suspected person holding old NIC will not be engaged by the contractor.
- 67.18 Provincial Sales Tax (PRA) is not applicable on PAA being a federal entity. In this regard Supreme Court Decision in favour of PAA under write petition No. SCMR 1344 of 2017 exists. Bidders are required to quote their rates excluding PRA Tax.