

Section VIII. General Conditions (GC)

Red Book:

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (“Red book”) Second edition 2017” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following “Particular Conditions” which shall complement the General Conditions of the Contract.

An original copy of the above FIDIC publication i.e. “*Conditions of Contract for Building and Engineering Works Designed by the Employer*” must be obtained from FIDIC.

International Federation of Consulting Engineers (FIDIC)

FIDIC Bookshop – Box- 311 – CH – 1215 Geneva 15 Switzerland

Fax: +41 22 799 49 054

Telephone: +41 22 799 49 01

E-mail: fidic@fidic.org

www.fidic.org

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Section IX. Special Conditions of the Contract

Special Conditions of the Contract

The Special Conditions of Contract (SCC) complement the General Conditions of Contract (GCC) to specify data and contractual requirements of the National Bank of Pakistan, the engineer, the sector, the overall project, and the works. In the event of a conflict, the provisions herein shall prevail over those in the GCC.

Part A – Contract Data

Contract data of the SCC, includes data to complement the GCC in a manner similar to the way in which the Bid Data Sheet complements the Instructions to Bidders.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
General Provision (GCC 1)		
1.	1.3	For notices Wing Head, Engineering Wing (Central), Engineering Group, LCMG, Ground Floor, NBP Regional Headquarters Building, 26-Mclagon Road, Lahore: Contractors Authorized representatives name and address:
2.	1.4	Governing Law; The Applicable Law shall be: Laws of the Country
3.	1.4	Communication Language: The Communication Language shall be: ENGLISH
4.	1.5	Documents forming the contract listed: (a) The Contract Agreement; (b) The Letter of Acceptance; (c) The Particular Conditions Part A – Contract Data(BDS); (d) the Particular Conditions Part B – Special Provisions(SCC); (f) General Conditions; (g) the Specification; (h) the Drawings; (i) the Schedules; (j) the JV Undertaking (if the Contractor is a JV); and (k) any other documents forming part of the Contract.
The Employer/ Procuring agency/Employer (GCC Clause 2)		

5.	2.1	Time for access to the Site: 120 days after Commencement Date
The Engineer (GCC Clause 3)		
6.	3.2	Engineer's Duties and Authority: Variations resulting in an increase of the Accepted Contract Amount in excess of <u>10</u> % shall require approval of the National Bank of Pakistan.
The Contractor (GCC Clause 4)		
7.	4.2	Performance guarantee/ security will be 10% of the Contract Price in the form of a bank guarantee from a scheduled bank of Pakistan .
8.	4.7.2(a)	Clause 4.7 Setting out Period for notification of errors in the items of reference "30 Day"
9.	4.22	Contractor's Operations on site On Site <i>[Describe any other places as forming part of the Site]</i>
Sub-Contracting (GCC Clause 5)		
10.	5.1(a)	Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount) Note: N/A
11.	5.1 (b)	Works for which sub-contracting is not permitted. <i>[Insert works for which sub-contracting is not permitted]</i> Note: N/A
Staff and Labour (GCC Clause 6)		
12.	6.5	Normal working hours [12 Hours]
Plant, Material and Workmanship (GCC Clause 7)		
13.	7.2	Samples <i>[please specify if required]</i>
Commencement, Delays and Suspension (GCC Clause 8)		
14.	8.3	Number of additional paper copies of program Note: Through EPADS
15.	8.8	Delay damages shall be payable for each day of delay shall be 0.1% of the Contract Price per day, in the currency and proportions in which the Contract Price is payable. Maximum amount of delay damages is 10% of the Contract Price

Measurement and Valuation (GCC Clause 12)		
16.	12.2	The method of measurement shall be in accordance with the Bill of Quantities. Except as otherwise stated in the Contract, measurement shall be made of the net actual quantity of each item of the Permanent Works and no allowance shall be made for bulking, shrinkage or waste]
17.	12.3	Percentage profit [five percent (5%)]
Variations and Adjustments (GCC Clause 13)		
18.	13.4 (b)(ii)	Percentage rate to be applied to Provisional Sums for overhead charges and profit is 20 %
19.	13.7	Adjustments for Changes in Cost: The Contract Price shall be adjustable during Contract Execution. <i>[The Procuring agency/Employer shall ensure consistency with Bid Data Sheet]</i>
Contract Price and Payment (GCC Clause 14)		
20.	14.2	Total advance payment shall be <u>10</u> % Percentage of the Accepted Contract Amount payable in the currency and proportion of the contract. <i>[Insert number and timing of installments if applicable]</i> Note: N/A
21.	14.2.3	Repayment of Advance payment: <i>[insert percentage if applicable]</i> Note: N/A
22.	14.3(iii)	Percentage of retention: <u>5%</u> Limit of Retention Money <u>5 %</u>
23.	14.5(b)(i)	Plant and Materials: If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped _____ <i>[list]</i> . Note: N/A
24.	14.5(c)(i)	Plant and Materials: Plant and Materials for payment when delivered to the Site _____ <i>[list]</i> . Note: N/A

25.	14.6.2	Withholding (amounts in) an IPC _____ % of the Accepted Contract Amount. Note: N/A
26.	14.7(a)	Period of payment of Advance Payment to the Contractor _____ days <i>[insert number of days, normally 28 days]</i> Note: N/A
27.	14.7b(i)	Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment) 30 days <i>[insert number of days, normally 30 days]</i>
28.	14.7b(ii)	Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment) 60 days <i>[insert number of days, normally 60 days]</i>
29.	14.7(c)	Period for the Procuring agency/Employer to make final payment to the Contractor 60 days <i>[insert number of days, normally 56 days]</i>
30.	14.8	financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a)) _____ % Note: N/A
31.	14.11.1(b)	Number of additional paper copies of draft Final Statement
32.	14.15	Currencies of Payment The Contract Price shall be paid in the currency or currencies named in the Contract Data. If more than one currency is so named, payments shall be made as follows: (a) if the Accepted Contract Amount was expressed in Local Currency only or in Foreign Currency only.
33.	14.15 (a)(i)	The proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Contract Data, except as otherwise agreed by both parties. Note: N/A
34.	14.15 (c)	Payment of Delay Damages shall be made in the currencies and proportions specified in the Contract Data.

35.	14.15 (f)	If no rates of exchange are stated in the Contract Data, they shall be those prevailing on the Base Date and published by the central bank of the Country.
36.	17.2 (d)	Liability for Care of the Works Any operation of the forces of nature (other than those allocated to the Contractor in the Contract Data) which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions.
Insurance (GCC Clause 19) Note: N/A		
37.	19.1	Permitted deductible limits insurance required for the Works: Note: The sum stated in Letter of Acceptance plus fifteen percent 15%. insurance required for Goods: Note: Full replacement Cost insurance required for liability for breach of professional duty: Note: N/A _____ insurance required against liability for fitness for purpose (if any is required): Note: N/A _____ insurance required for injury to persons and damage to property: a) As per workmen compensation act b) Contractor's all Risk including Third party c) Damages to the Structure, stores if supplied by the Bank insurance required for injury to employees: ____ other insurances required by Laws and by local practice: _____
38.	19.2.1(b)	Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%
39.	19.2.1(iv)	List of Exceptional Risks which shall not be excluded from the insurance cover for the Works Note: N/A
40.	19.2.2	Extent of insurance required for Goods Amount of insurance required for Goods (19.1) Note: Full replacement Cost
41.	19.2.3(a)	amount of insurance required for liability for breach of professional duty Note: N/A

42.	19.2.3(b)	Insurance required against liability for fitness for purpose Yes/No [<i>delete as appropriate</i>] Note: N/A
43.	19.2.3	Period of insurance required for liability for breach of professional duty Note: N/A
44.	19.2.4	Amount of insurance required for injury to persons and damage to property (19.1) Note: a) As per workmen compensation act b) Contractor's all Risk including Third party c) Damages to the Structure, stores if supplied by the Bank
45.	19.2.6	Insurance <u>Other insurances required by Laws and by local practice</u> The contractor shall provide all other insurances required by the Laws of the countries where (any part of) the Works are being carried out, at the Contractor's own cost. Other insurances required by local practice (if any) shall be detailed in the Contract Data and the Contractor shall provide such insurances in compliance with the details given, at the Contractor's own cost.
Dispute Avoidance/ Adjudication Board (GCC Clause 21) Note: N/A		
46.	21.1	Time for appointment of DAAB [<i>specify</i>]
47.	21.1	The DAAB shall comprise [<i>specify</i>] members
48.	21.1	List of proposed members of DAAB - Proposed by Employer/ Procuring agency/Employer 1. 2. 3. - Proposed by Contractor 1. 2. 3.
49.	21.2	Appointing entity (official) for DAAB members

Part-B Special Provisions

The Procuring agency/Employer shall be required to draft the special provisions (particular conditions Part-B) by referring the concerned clauses as stipulated in the General Conditions of the Contract. These provisions should be drafted by keeping following guidelines in consideration:

- i. Particular conditions must be drafted clearly and without any ambiguity;
- ii. Party's duties, rights, obligations, roles and responsibilities shall be clearly described in line with General Conditions of the Contract, requirements as specified in the bidding document;
- iii. While drafting special provisions realistic timelines must be provided for completion of the project / assignment;
- iv. All disputes must be settled either through arbitration act 1940 or through International Chamber of Commerce.

Note: Special Provisions shall always over rule and supersede the respective provisions of General Conditions of the Contract. In order to conveniently trace the respective clause, reference of the concerned GCC clause must be provided.

Table: Summary of Sections (if any)

Description of parts of the Works that shall be designated a Section for the purposes of the Contract (Sub-Clause 1.1.73)	Value: Percentage³ of Accepted Contract Amount (Sub-Clause 14.9)	Time for Completion (Sub-Clause 1.1.84)	Delay Damages (Sub-Clause 8.8)

³ These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9

SECTION VIII: CONTRACT FORMS

Notification of Award

(On Procuring agency/Employer's letterhead)

Letter of Acceptance

[Date].

To: [Name and address of the contractor]

Subject: [Notification of Award Contract No.]

This is to notify you that your Bid dated [date]. . . . [date] for execution of the
.[name of the contract and identification number, as given in the Bid Data Sheet] for
the Accepted Contract Amount of the equivalent of [amount in words and figures and
name of currency]. . . . , as corrected and modified in accordance with the Instructions to
Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the
Conditions of Contract, using for that purpose the Performance Security Form included in
Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Form of Contract

THIS AGREEMENT made the _____ day of _____ 20____ between *[name and address of Procuring agency/Employer]* of Pakistan (hereinafter called “the Procuring agency/Employer”) of the one part and *[name of Contractor]* of *[city and country of Contractor]* (hereinafter called “the”) of Contractor other part:

WHEREAS the Procuring agency/Employer desired that the works *[brief description of works]* should be executed by the contractor, and has accepted a Bid by the contractor for the execution and completion of these works and remedying of any defects therein, in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (a) This form of Contract;
 - (b) Letter of Acceptance;
 - (c) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (d) the Works Requirements;
 - (e) the Technical Specifications;
 - (f) the Drawings;
 - (g) the General Conditions of the Contract
 - (h) the Special Conditions of Contract,
 - (i) the completed schedule including Bill of Quantities; and
 - (j) *[add here: any other documents]*
3. In consideration of the payments to be made by the Procuring agency/Employer to the contractor as mentioned in this contract, the contractor hereby covenants with Procuring agency/Employer to execute the works to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring agency/Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring agency/Employer)	Signed, sealed, delivered by _____ the _____ (for the Contractor)
Witness to the signatures of the Procuring agency/Employer	Witness to the signatures of the Contractor