

SPECIFIC TERMS AND CONDITIONS

(THESE CONDITIONS SHALL GOVERN OVER THE PARTICULAR CONDITIONS OF THE CONTRACT)

- 1.1 Definitions** 1.1.76 “Specification”
Following is added at the end:
“and consists of two parts i.e.,
i) “Part A - Specific Provisions”; and
ii) “Part B - Technical Provisions”.”
- 1.2 Interpretation** “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).
Sub-paragraph (k) is added:
“(k) The word “tender” is synonymous with “bid” the word tenderer with “bidder”, the words “tender documents” with “bidding documents” and “Schedule of Prices” with “Bill of Quantities”, as applicable.”
- 1.5 Priority of Documents** The documents listed at (a) through (k) of this Sub-Clause are deleted and substituted with the following:
(a) the Contract Agreement;
(b) the Letter of Acceptance;
(c) the Letter of Bid;
(d) the Particular Conditions Part A - Contract Data;
(e) the Particular Conditions Part B - Special Provisions;
(f) the General Conditions;
(g) The Priced Bill of Quantities including completed Schedules to Bid
(h) the Drawings;
(i) the JV Undertaking (if the Contractor is a JV); and
(j) any other documents forming part of the Contract.
The addenda/corrigenda, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.
- 1.6 Contract Agreement** In the last line of the 1st paragraph the text “shall be borne by the Employer” is substituted by “shall be borne by the Contractor”.
- 3.1 The Engineer** In sub-paragraph (a) the text “as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)” are added after the words “professional engineer”.
- 3.2 Engineer’s Duties and Authority** The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:
(a) Consenting to the subcontracting of any part of the Works

under Sub-Clause 5.1 [Subcontractors]

- (b) Sub-Clause 13.1 [Right to Vary]: instructing a Variation, except;
 - (i) in an emergency situation as determined by the Engineer, or
 - (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (c) Sub-Clause 13.3 [Variation Procedure]: approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.3.2 [Variation by Request for Proposal] or 13.2 [Value Engineering].

Any such requirement shall not be applied to any action by the Engineer under Sub-Clause 3.7 [Agreement or Determination], as stated in Sub-Clause 3.2 [Engineer's Duties and Authority] of the General Conditions.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility 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, despite the absence of approval of the Employer, 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 13 and shall notify the Contractor accordingly, with a copy to the Employer.

Following is added after the words "the Employer's consent is required" in 4th paragraph:

"stating that the Employer's consent has been obtained for that specified authority"

4.2 Performance Security

4.2.1 Contractor's Obligations

The entity issuing the Performance Security and its form shall be as under:

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 be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) Pay order/ CDR. 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. The list of approved banks is given in the Contract Agreement.

In case of Joint Venture, the Performance Security shall be in the name of the Joint Venture or in the name of Lead/either firm of the JV or in ratio of shares of the individual JV partners.

Following paragraph is added at the end of this Sub-Clause:

4.3 Contractor's Representative

"The amount of Performance Security shall be reduced to 50% following issue of the Taking-Over Certificate for the whole of the Works under Clause 10 of Conditions of Contract."

In second paragraph the text "professional engineer as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976) (having temporary licence in case of foreign engineer under Section 12 of the Pakistan Engineering Council Act, 1975 (Act No. V of 1976))" are added after the words "qualified, experienced".

In the 3rd paragraph the words "28 days" are substituted by "14 days". In 2nd line of 4th paragraph the text "or appoint a replacement" is substituted by "except appointment of a suitable temporary replacement is deployed at the Site"

4.4.2 As-Built Records

4.4 Contractor's Documents

First paragraph is deleted and the text in the last paragraph is substituted with the following:

"The Contractor shall furnish to the Engineer 6 copies, one reproducible and one electronic copy (provided the Engineer has made available to the Contractor editable form of the Drawings) of all Drawings amended to conform to the Works asbuilt. In case the Engineer does not make available to the Contractor editable form of the Drawings, the Contractor shall furnish to the Engineer as-built data for incorporation in the Drawings. Upon receipt of PDF versions of the as-built drawings prepared by the Engineer, the Contractor shall furnish to the Engineer 6 copies and one reproducible of these Drawings. The price of such Drawings shall be deemed to be included in the Contract Price."

Following Sub-Clause is added:

4.4.4 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.

4.8 Health and Safety Obligations

Review and approval by the Engineer shall not exceed 21 days and not to be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

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

In the event of work being carried out outside the normal working hours and 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.

4.20 Progress Reports

At the end of sub-paragraph (g) the word "and" is deleted and at the end of sub-paragraph (h) the full stop (.) is replaced with ";", and the following new sub-paragraphs are added as:

- (i) planned programme for the execution of the Works for next 56 days to enable the Engineer to determine its programme of inspection and testing;
- (j) monthly summary of daily job record indicating weather conditions, deployment of Contractor's Equipment, labour employment, local material procurement and material import, if any; and
- (k) salient contractual and project information.

5.1 Subcontractors

Add the following text at the end of paragraph (ii):
"under Schedule to Bid"

5.2 Nominated Subcontractors

5.2.2 Objection to Nomination

In sub-paragraph (c), "and" is deleted from the end of (i);
"." at the end of (ii) is replaced with: ", and".

The following is then added as (iii):

“(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [*Payment to nominated Subcontractors*].”

6.1 Engagement of Staff and Labour

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

“The Contractor shall, to the extent practicable and reasonable, employ staff (not less than 50%) and labour (not less than 85%) with appropriate qualifications and experience from sources within the Islamic Republic of Pakistan.”

6.7 Health and Safety of Personnel

The existing text is substituted with the following:

“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 authorize 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 also provide all other medical services and appoint a health and safety officer at Site if stated in the Specifications. In case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.”

6.8 Contractor's Superintendence

Insert at the end of sub-paragraph (a) of this Sub-Clause:

"or, if not, the Contractor shall make competent interpreters available during all working hours, in a number sufficient for those persons to properly perform their superintendence duties"

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

“The Contractor's authorized representative and his other engineers working at site shall possess valid registration with the Pakistan Engineering Council.

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

6.12 Key Personnel

The following is inserted at the end of the last paragraph:

“If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”

The following Sub-Clauses 6.13 to 6.26 are added at the end of Sub-Clause 6.12:

6.13 Foreign Personnel

The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required

residence visas and work permits. The Employer will, if requested by the Contractor, use all reasonable endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

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| 6.14 Supply of Foodstuffs | The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract. |
| 6.15 Supply of Water | The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel. |
| 6.16 Measures against Insect and Pest Nuisance | The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide. |
| 6.17 Alcoholic Liquor or Drugs | The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel. |
| 6.18 Arms and Ammunition | The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so. |
| 6.19 Festivals and Religious Customs | The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs. |
| 6.20 Funeral Arrangements | The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works. |
| 6.21 Forced Labour | The Contractor, including its Subcontractors, shall not employ or engage forced labour which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements. |
| 6.22 Child Labour | The Contractor, including its Subcontractors, shall not employ or engage child labour in accordance with relevant law(s) in force in Islamic Republic of Pakistan. |

- 6.23 Employment Records of Workers** The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [*Contractor's Records*].
- 6.24 Workers' Organizations** The Contractor shall comply with the relevant labour laws of Pakistan which recognize workers' rights to form and to join workers' organizations/Trade Union of their choosing and to bargain collectively without interference.
- 6.25 Non-Discrimination and Equal Opportunity** The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.
- Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, persons with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).
- 6.26 Epidemics** In the event of any out-break of illness of epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of overcoming the same.
- 7.7 Ownership of Plant and Materials** The following is added before the first paragraph:
 "Except as otherwise provided in the Contract,"
 The following is added at the end of the Sub-Clause:
 "No Plant and/or Materials that is the property of the Employer shall be removed from the Site. If it becomes necessary to:
- (i) remove any item of such Plant from the Site for the purposes of repair, the Contractor shall give a Notice, with reasons, to the Engineer requesting consent to remove the defective or damaged item off the Site. This Notice shall clearly identify the item of defective or damaged Plant, and shall give details of: the defect or damage to be repaired; the place to which defective or damaged item of Plant is to be taken for repair; the transportation to be used (and insurance cover for such transportation); the proposed

inspections and testing off the Site; and the planned duration required before the repaired item of Plant shall be returned to the Site. The Contractor shall also provide any further details that the Employer may reasonably require; or

- (ii) replace any item(s) of such Plant and/or Materials, the Contractor shall give a Notice, with reasons, to the Engineer clearly identifying the item(s) of Plant and/or Materials to be replaced, and giving details of the due date of delivery to the Site of the replacement item(s).

Where any item of Plant and/or Materials has become the property of the Employer under this Sub-Clause before it has been delivered to the Site, the Contractor shall ensure that such an item is not moved except for its delivery to the Site.

The Contractor shall indemnify and hold the Employer harmless against and from the consequences of any defect in title or encumbrance or charge (except any reasonable restriction arising from the intellectual property rights of the manufacturer or producer) on any item of Plant and/or Materials that has become the property of the Employer under this Sub-Clause."

The following Sub-Clause 7.9 is added after Sub Clause 7.8:

7.9 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.

8.1 Commencement of Works The following is added before the first paragraph:
"After signing of the Contract Agreement by both Parties," and thereafter the word "The" is replaced with the word "the".

8.5 Extension of Time for Completion The following is added after paragraph (c):
"for last five years".

The following Sub-Clause 8.14 is added after Sub-Clause 8.13:

8.14 Incentives For Early Completion If Contract Data does not state applicability of incentives for early completion, this Sub-Clause shall not apply.

The Contractor shall be entitled subject to Sub-Clause 20.2 [*Claims for Payment and/or EOT*] to bonus payment if the Works and/or each Section is completed earlier than the Time for Completion for the Works or Section (as the case may be). The amount of bonus for early completion of the Works and/or each Section shall be upto a limit and at a rate to 50% of the relevant limit and rate of delay damages prescribed in Contract Data and shall be paid for every day which shall elapse between the relevant Date of Completion of the Works or Section and the relevant Time for Completion.

For the purposes of calculating any bonus payment, the applicable Time for Completion stated in the Contract Data is fixed and no adjustments of this time by reason of granting an

EOT will be allowed.

The following Sub-Clause 11.12 is added after Sub-Clause 11.11:

11.12 Supervisory Assistance During DNP

If provided under the Schedule of Prices, the Contractor shall provide supervisory assistance to the Employer during the DNP for the Works. Such supervisory assistance shall be as described in the Specification for the purpose of supporting the Employer's operation and maintenance of the Plant for the period specified in the Schedule of Prices after the Date of Completion.

12.2 Method of Measurement

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

“Summary of measured quantity for payment shall be delineated item-wise under four heads namely; “Schedule of Prices Quantity”, “Quantity Executed To-date”, “Quantity Certified Previously” and “Net Quantity Executed under this Certificate”.

12.3 Valuation of the Works

The following text is added at the end of fifth paragraph of the Sub-Clause:

“Sum of overhead charges and profit for sub-paragraph (a) shall be Twenty-Five percent (25%)”.

Following is added

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 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 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.

13.4 Provisional Sums

The following paragraph is inserted as the penultimate paragraph:

“The Provisional Sum shall be used to cover the Employer’s share of the DAAB members’ fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members’ invoices and the satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.

13.6 Adjustments for Changes in Laws

Text is deleted and substituted with the following:

If, after the date 28 days prior to the latest date for submission of tenders for the Contract there occur in the country in which the Works are being or are to be executed changes to any National or State Statute, Ordinance, Decree or other Law or any regulation or bye-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or bye-law which causes additional or reduced cost to the Contractor, other

than under Sub-Clause 13.7, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be added to or deducted from the Contract Price and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

14.1 The Contract Price

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

“Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved re-export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not re-exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon re-export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be re-exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to re-exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.”

14.2 Advance Payment**14.2.1 Advance Payment Guarantee**

The entity issuing the Advance Payment Guarantee and its form shall be as under:

Total advance payment shall be **15%** Percentage of the Accepted Contract Amount payable in the currency and proportion of the contract upon furnishing Advance Payment Guarantee(s) in the shape of an irrevocable and unconditional bank guarantee from a scheduled Bank in Pakistan.

In case of Joint Venture, the Advance Payment Guarantee(s) shall be in the name of the Joint Venture or in the name of Lead/either firm of the JV or in ratio of shares of the individual JV partners.

14.6 Issue of IPC**14.6.1 The IPC**

In the first line of the 1st paragraph the words “28 days” are substituted by “14 days”.

14.7 Payment

The words “or through crossed cheque in favour of the Contractor or JV partners. The Payment to JV partners shall be

- made at the request of the Joint Ventures if any in the ratio of their shares specified by them” are added at the end of the Sub-Clause.
- 14.8 Delayed Payment** clause is deleted
- 15.2 Termination for Contractor’s Default**
- 15.2.1 Notice
Following text is added at the end of sub-paragraph (h) of this Sub-Clause:
“For the purposes of this Contract, corrupt and fraudulent practices have been defined in Public Procurement Rules 2004.”
- 15.2.3 After Termination
The word “and” at the end of sub-paragraph (ii) of paragraph (b) is deleted the following paragraph is added after sub-paragraph (iii):
“(iv) all Employer-Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [*Employer-Supplied Materials and Employer's Equipment*], and”
- 15.4 Payment after Termination**
The following text is added at the end of this Sub-Clause:
“The Employer shall be entitled to sell any of the Contractor’s Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any debt due from the Contractor to the Employer under this Clause including any outstanding payments to the Subcontractors.
- 16.2 Termination by Contractor**
- 16.2.1 Notice
The sub-paragraph (j) is deleted in its entirety.
At the end of sub-paragraph (i) “; or” is replaced with “.” and at the end of sub-paragraph (h) “;” is replaced with “; or”.
In sub-paragraph (f) “84 days” are replaced with “180 days” and text “for reasons not attributable to the Contractor” is added at the end.
- 16.3 Contractor’s Obligations After Termination**
Sub-paragraph (c) is deleted and replaced with:
“(c) deliver to the Engineer all Employer-Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [*Employer-Supplied Materials and Employer's Equipment*]; and
(d) remove all other Goods from the Site, except as necessary for safety, and leave the Site.”
- 17.1 Responsibility for Care of the Works**
After the two instances of “Goods” in the last paragraph, the words “Employer-Supplied Materials and/or Employer's Equipment” are added.

The following Sub-Clause 17.7 is added after Sub-Clause 17.6:

- 17.7 Use of Employer's Accommodation/Facilities** The Contractor shall take full responsibility for the care of the items of the Employer's facilities and/or accommodation, if any, as detailed in the Specification, from the date of use and/or occupation by the Contractor until the date on which such use and/or occupation is re-vested in the Employer.
- If any loss or damage happens to any of the above items during a time while the Contractor is responsible for its care, arising from any cause other than a cause for which the Employer is responsible or liable, the Contractor shall promptly rectify the loss or damage at the Contractor's risk and cost.
- 18.1 Exceptional Events** The words "or disorder" are replaced with "disorder or sabotage" in sub-paragraph (c) of the Clause.
- 18.4 Consequences of an Exceptional Event** The following is added at the end of sub-paragraph (b) after deleting the "":
- " , including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [*Insurance to be provided by the Contractor*]."
- In sub-paragraph (c), the words "and necessarily" are added after the words "was reasonably".
- 18.5 Optional Termination** Following text is added at the end of first paragraph:
- 19.1 General Requirements** "The Contractor shall immediately after the date of the Letter of Acceptance submit the draft of insurance policies for the Employer's consent."
- Following text is added at the end of third paragraph:
- "The Contractor shall, within the respective periods stated in the Contract Data submit to the Engineer and the Employer a) evidence that the insurances described in this Clause have been effected, and b) copies of policies of the insurances described in Sub-Clauses 19.2.1, 19.2.4 and 19.2.5."
- 19.2 Insurance to be provided by the Contractor** 19.2.5 Injury to employees
- The words "sickness, disease" are deleted in the third line of first paragraph.
- The following Sub-Clause is added after Sub-Clause 19.2.6:
- 19.2.7 Insurance Company
- "The Contractor shall be obliged to place all insurances described in this Clause with insurers listed in the Contract Data and rated by PACRA/VIS of rating as provided in Table below:

Accepted Contract Amount (In Eq. million PKR)	Minimum Rating of Insurance Companies
Up to 1000	A (+)
1001 to no limit	AA

- 21.6 Arbitration** The word “international” is deleted in the sixth line of first paragraph. The text of sub-paragraph (a) is substituted with the following:
- “the Dispute shall be finally settled under the Rules of Arbitration, specified in the Contract Data;”
- The following Clauses are added after Clause 21
- 23 Taxes** The Contractor, Subcontractors and their employees shall be liable to pay income tax, withholding tax, super tax and other taxes on income arising out of the Contract. The rates and prices as stated in the contract shall be deemed to cover all such taxes.
- The rates and prices for all items of the Works stated in the Bill of Quantities shall be exclusive of Provincial Revenue Authority Sales Tax on Services.
- 24 Integrity Pact** If it is found and established at any stage that the Contractor or any of his Subcontractors, agents or servants have violated or involved in violation of the Integrity Pact signed by the Contractor then the Employer shall be entitled to
- 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, agent or servants;
 - terminate the Contract; and
 - 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, agent or servants.
- The termination under sub-paragraph (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clause 15.1 to 15.4 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the Employer under sub-paragraph (a) and (c) of this Sub-Clause.
- 25 Emergency Operations & VIP Movements** 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.
- 26 Fake/ dishonoured financial Instrument** 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.

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| 27 | Facilities to be Provided by Contractor (Remain the Contractor's Property) | <p>The Contractor shall, at no additional cost to PAA, provide the following for the exclusive use of the Client during the execution of the works and Defects Liability Period (DLP), on expiry of DLP, the same shall remain contractor's property:</p> <ul style="list-style-type: none"> a) One Roadworthy Vehicle (Rented or Owned) ---- Revo or Equivalent Model Not older than 2022, complete with a qualified licensed driver along with 400 liters fuel per month, maintenance, repairs insurance and operational costs shall be entirely borne by the contractor. Vehicle shall remain at Contractor's disposal after completion of DLP. |
| 28 | Permanent Equipment/ Facilities to be Transferred to Client | <p>The Contractor shall, at no additional cost to PAA, provide the following items for the use of the Client during the Contract Period within two weeks of the start of the work. Upon successful completion of the Defects Liability Period (DLP), these items shall become the sole property of the Client without any further payment or compensation:</p> <ul style="list-style-type: none"> a) 03 fully furnished offices of 15'x15' each along with bathrooms and common kitchenette including electricity, water, sanitation, air conditioning/ heating, furniture, internet, telephone, standby generator with fuel supply and maintenance till expiry of DLP. b) Three (03 No) Laptop with specification of Intel Core i9/i7 (not older than 14th/13th) 32 GB RAM 1TB NVMe SSD Hard disk, 16" Display, Graphics card NVIDIA GeForce RTX 5060 / RTX 4060 8GB GDDR6, Windows 11 Pro with 1 Year Warranty c) One Printer (HP LaserJet Pro MFP 4103FDW or equivalent) d) One (01 no) Photocopier RICOH AFICID MP-3352 Laser Multifunction copier Machine (all in once) or equivalent |