

Additional Special Conditions of Contract

The following additional Special Conditions of Contract (SCC) shall supplement the GCC and SCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC & SCC. The corresponding clause number of the GCC & SCC is indicated in parentheses.

Additional SCC Clause Number	GCC /SCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC/SCC
1.	28	Terms of Payment: Payment of Contract Price shall be made in the following manners: i. Eighty (80%) shall be paid in accordance with Clause 2 & 3 of Addl. Special Conditions of Contract, ii. Fifteen percent (15%) shall be paid on the date of issuance of Certificate of Completion as per Clause 4 of Addl. Special Conditions of Contract, and iii. Five percent (5%) shall be paid in accordance with Clause 5 (Retention) of Addl. Special Conditions of Contract.
2.		Monthly Statements The Contractor shall be entitled to be paid at monthly intervals: a. the value of the Works executed; and b. The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due. The Contractor shall submit each month to the Engineer/Employer a statement showing the amounts to which he considers himself entitled.
3.		Interim Payments Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30) days from the said date of

		submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data. Minimum amount of Interim Payment Certificates (Running Bills) is Rs. 600,000.00/- (PKR Six hundred thousand) or as per recommendation of Engineer/Employer.
4.		Taking-Over Notice Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.
5.		Retention Retention money shall be paid by the Employer to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in clause 6 of Addl. Special Conditions of Contract, whichever is the later. Percentage of Retention Money: 10 % of the amount of Interim Payment Certificate. Limit of Retention Money: 5 % of Contract Price stated in the Letter of Acceptance.
6.		Remedying Defects The Contractor shall for a period of 06 Months from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the

		Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. During this Period, the Supplier must commence the work necessary to remedy defects or damage within [Two weeks] of notification. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.
7.		Final Payment Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value. Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.
8.	21	Performance Security The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee having at least AA rating from PACRA for the amount and validity specified in Contract Data. Note: Performance security in form of Insurance certificate from Insurance company or surety bond is not acceptable. The amount of performance guarantee, as a percentage of the Contract Price, shall be: [Ten (10) percent of the Contract Price]

		The validity of Performance security should be 12 Months. After delivery and acceptance of the Goods and Services, 100% Performance Guarantee shall be withheld to cover the Supplier's warranty obligations in accordance with Clause 6 of Addl. Special Conditions of Contract.
9.	7 & 8	Time for Commencement Within 7 days from the date of receipt of Engineer's Notice to Commence which shall be issued within seven (7) days after signing of Contract Agreement.
10.		Time for Completion 37 days from the date of receipt of Engineer's Notice to Commence.
11.	ITB 6.8	Provincial Sales Tax Withholding: Subject to the relevant provisions of the Provincial Sales Tax Act on services all payments (Gross) as payable to the Supplier and other employees in relation to work/services will be subject withholding sales tax at the prevalent rates at the time of payment.
12.		Sub-contracting The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.
13.		Contractor's Care of the Works Subject to Sub-Clause 6, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's/Engineer's issuance of Certificate of Completion under Sub-Clause 4.
14.		Engineer's Authority to issue Variation in emergency: 2% of the Contract Price stated in the Letter of Acceptance.