

SPECIAL PROVISIONS (CONTRACTUAL)

TABLE OF CONTENTS

SPECIAL PROVISIONS (CONTRACTUAL)

SP(C) – 6.1	:	Custody and Supply of Drawings and Documents
SP(C) – 6.6	:	Shop Drawings
SP(C) – 14.5	:	Detailed Programme and Monthly Progress Report
SP(C) – 19.3	:	Safety Precautions
SP(C) – 19.4	:	Lighting Work at Night
SP(C) – 22.1	:	Damage to Persons and Property
SP(C) – 31.4	:	Railway Traffic
SP(C) – 34.4	:	Housing for Labor
SP(C) – 34.5	:	Health and Safety
SP(C) – 36.1	:	Quality of Material, Plant and Workmanship.
SP(C) – 36.6	:	Use of Pakistani Materials and Services
SP(C) – 60.1	:	Monthly Statements
SP(C) – 60.11	:	Financial Assistance to Contractor
SP(C) – 62.1	:	Defect Liability Certificate
SP(C) – 70.2	:	Subsequent Legislation
SP(C) – 73.2	:	Customs Duty and Taxes

SPECIAL PROVISIONS (CONTRACTUAL)

These Special Provisions (Contractual) shall supplement the Particular Conditions of Contract.

SP(C) 6.1 Custody and Supply of Drawings and Documents:

The Contractor along-with the hard copies must provide duly certified Soft / Scanned copies of all the documents prepared / used / referred etc during the contract period. The soft / scanned copies shall be stored in the appropriate storage media like external hard disk in a secure and structured manner. The scanned copies must have proper file names / titles etc in appropriate folders for quick retrieval. The soft / scanned provided by the contractor / consultant must have third party certification and traceability.

SP(C) 6.6 Shop Drawings:

All the shop drawings/fabrication drawings shall be prepared by the Contractor and submitted to the Engineer at least fifteen (15) days before the start of the work. The Engineer shall check and approve or return the same to the Contractor for correction/modification within the period of fifteen (15) days from the day of receipt of the drawings. All work is to be executed by the Contractor in accordance with the drawings approved before the commencement of the works.

SP(C) 14.5 Detailed Programme and Monthly Progress Report:

- (d) The Contractor shall attend and shall cause his Sub-Contractors to attend any or all meetings when called by the Employer or the Engineer to discuss progress of the Works and other matters related to the Works and the Contract, without any compensation from the Employer.
- (e) The Contractor shall bear all expenses of the Employer and representatives and the Engineer, and representatives for any meetings requested by the Contractor for instructions and approvals away from the site within or outside Pakistan.

The submission of the progress reports shall be condition precedent to the payment of Contractors Bills by the Employer.

Format of the Monthly Progress Report will be subject to the modification by the Employer, if deemed appropriate.

SP(C) 19.3 Safety Precautions:

The Contractor shall adequately provide for the prevention of damage to works, material, and equipment for the purpose of or in connection with the Contract.

The Contractor and his Subcontractor shall transport, store and make use of all explosives, dangerous petroleum, acetylene, carbide of calcium and other

similar material provided by them for use in or on the works in strict accordance with the provision of all laws, orders and regulations that are in force at the Site or may be issued from time to time by the Government.

SP(C) 19.4 Lighting Work at Night:

The Contractor shall make arrangement for the electric power supply and distribution of the same at the site of Works for the completion of the Works at his own expense.

SP(C) 22.1 Damage to Persons and Property:

The Contractor shall make good, at his own cost, all damages to telephone, telegraph and electric cables or wires, sewers, water or other pipes which are disturbed by the Works, except where the authority, Employer or other Party owing or responsible for the same elects to make good the damage, cost of which shall be borne by the Contractor.

All injury to the surface of the land, to the beds of water courses, protecting banks, riverbeds etc. where disturbed by the Works, shall be repaired by the Contractor or the authorities concerned, at the Contractor's expense. All such making good shall be to the approval of the Engineer.

SP(C) 31.4 Railway Traffic:

Where construction work or operations of the Contractor are performed within the limits of the right-of-way of the Pakistan Railways, the Contractor shall cooperate with the railway administration in order to expedite the work and to avoid interference with the operation of the railway. Before performing any work on his sidings yards or on other transportation facilities adjacent to existing railways, the Contractor shall enter into an agreement with and shall meet all requirements of the railway administration within the area of the Contractor's operation for the protection of its lines against damage, interference with traffic or service thereon by the operations of the Contractor under this Contract. The Contractor shall not store or place any materials or equipment on the right-of-way of the existing railway in such a manner as to interfere with the operations of trains or the maintenance of the rail bed and track. In advance of any operation which may unavoidably interfere with the operation of the railway, the Contractor shall notify the superintendent of the corresponding Railway division in order that proper flagging or other protection may be provided. The cost of providing and maintaining all necessary safety measures, watchman guards, signals and temporary structures or making any necessary repairs, replacements or similar operations or furnishing indemnity or other required by this article shall be borne by the Contractor and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages costs, charges and expenses whatsoever arising out of or in relation to any such operations or interference.

SP(C) 34.4 Housing for Labor:

The location of houses, barracks, stores and offices, etc., shall be determined in agreement with Employer; Installation for the supply of electricity and water, fuel, lighting, etc., must be present to the necessary extent.

SP(C) 34.5 Health and Safety:

Add following sentence after the first sentence:

The Contractor shall provide and maintain adequate First Aid Facilities convenient to the Site to the satisfaction of the Engineer or his representative.

SP(C) 36.1 Quality of Material, Plant and Workmanship:

The Contractor must ensure the precision and accuracy of the measuring and monitoring resources / equipments / devices through proper calibration. The calibration of measuring and monitoring resources / equipments / devices must be performed through Pakistan National Accreditation Council (PNAC) approved calibration laboratories. The Contractor shall submit the calibration certificates along with measuring and monitoring resources / equipments / devices

SP(C) 36.6 Use of Pakistani Materials and Services:

The Contractor shall arrange and ensure timely procurement of Bitumen. Cement and other materials required for the Works. The Employer does not assume any responsibility for the supply of materials. However, the Employer shall issue a certificate of the estimated requirement of the quantity of Bitumen and Cement at the specific request of the Contractor.

SP(C) 60.1 Monthly Statements:

The Contractor will supply to the Employer's Representative six (6) copies of the abstract of Contractor's monthly statement along with two copies of detailed measurements, quality control tests and cross sections with calculations, and any other document or information which form the basis of payment.

SP(C) 60.11 Financial Assistance to Contractor:

Second part within 42 days from the date of payment of the first part, subject to the satisfaction of the Engineer which shall be communicated through issuance of certification.

Second installment shall be paid after the Contractor completes mobilization and the Engineer issues a certification to the Employer of such completion. For the avoidance of doubt (i) the Advance Payment Guarantee required to release the first installment shall be in an amount equal to the total amount of the advance payment (ii) the complete mobilization required to release the second installment shall mean the Contractor's mobilization of all of the equipment and human resources required for the execution of the first three (03) months of the Permanent Works in accordance with the programme submitted by the

Contractor under Sub-clause 14.1 (Programme); and (iii) if the Contractor is a joint venture, the release of the second installment shall be further conditioned upon the certification of the Engineer that all resources have been mobilized to site by JV Partner in accordance with their share in joint venture agreement.

SP(C) 62.1 Defect Liability Certificate:

At the end of the Defects Liability Period stipulated in the Contract, the Employer on application of the Contractor, shall decide the members of the final hand over committee and announce the same to the Contractor. The committee, after investigation of work, if satisfied that there are no deficiencies or defects due to work of the Contractor, shall certify the final hand-over, and the Engineer will then issue a Defects Liability Certificate.

SP(C) 70.2 Subsequent Legislation:

Increase in rate of income tax is not covered under Clause 70.2 of Conditions of Contract, and the cost of risk of increase in rate of income tax is to be built-in in the quoted bid amount.

SP(C) 73.2 Customs Duty and Taxes:

In respect of any Contractor's Equipment in general, except as provided for in these Documents, which the Contractor shall be required to have available at Site for execution of Works in accordance with the Drawings, Specifications or as directed by the Employer, he shall make his own arrangements for foreign exchange, import formalities, customs, transport to the Site of Works and all other formalities whatsoever at his own cost and responsibility.

The Contractor shall be deemed to have taken into consideration all Government or Local Bodies regulations, for the time being in force, regarding the re-export of any plant and equipment which he may have to import in connection with the works. Any amendments to the existing rules and/or further regulations imposed in this respect by the Government of Pakistan shall be strictly followed by the Contractor.

A sum in Pakistani Rupees, in accordance with the prevailing income tax laws of Pakistan shall be deducted from all actual payments made to the Contractor and be deposited with the Government of Pakistan towards payment of income tax by the Contractor. When such deduction is made from the payments a certificate to that effect shall be issued by the Employer to the Contractor.

Notwithstanding such deduction of income tax at source, the Contractor shall be liable to pay the balance income tax, super tax and other taxes on income or his profits arising out of the Contract, and his employees on their remunerations et, in accordance with the prevailing income and other tax laws of Pakistan.