



PROJECT: 47279-002, KARACHI BRT RED LINE PROJECT
GOVERNMENT OF SINDH

REQUEST FOR QUOTATIONS RENOVATION WORKS

**Balance Civil & MEP Works of TransKarachi Corporate Office
addressed at C-89, Block 2, Clifton, Karachi, Pakistan**

RFQ No: KBRT-Works-Office Renov-02

June 2022

REQUEST FOR QUOTATION - WORKS (RFQW)

Project Title : Karachi Bus Rapid Transit Red Line Project
Source of Funding : Asian Development Bank (ADB)
Contract Ref : KBRT-Works-Office Renov-02 Date of Issue of Request: June 06, 2022
To : **CONCERN**
Sir/Madam:

1. TransKarachi (Employer) hereby requests you to submit a quotation for the following works:

Background / Description of Works:

The office of the TransKarachi has been established at C-89 Block-2, Karachi. Pending works at Basement, Ground & First Floor of the office building needs to be completed for which the said RFQ is being floated. Correspondingly, through this Invitation, TransKarachi intends to seek Quotations from the well reputed and financially sound Contractors to carryout and complete the Balance Works of TransKarachi Corporate office (C-89 Block-2, Clifton Karachi).

To assist in the preparation of your price quotation, the detailed **Bill of Quantities (BOQ)** for both Civil & MEP Balance Works, **Drawings, Form of Quotation**, and a **draft Contract Agreement** are enclosed with this RFQ.

Pre-Bid Site Visit & Meeting:

You are advised to participate in **Pre-Bid Visit at site i.e., TransKarachi Office** and subsequent **Pre-Bid Meeting** which is to be conducted on the date and time already mentioned in the published Advertisement at your own expense.

All the Bidders are required to obtain all the necessary information and assessment of remaining and/or additional works in order to prepare their quotations. The participants are allowed to raise their queries regarding proposed works during the said Pre-Bid Visit and Meeting. The queries raised therein will be responded accordingly through an Addendum/Corrigendum to be issued before deadline for the submission of Quotations.

Duration of the assignment:

The overall duration to complete all the works under this RFQ is 03 months from the Date of Signing of the Contract, failing which, the TransKarachi will have right to penalize the Contractor by (1) impose Liquidated Damages to the Contractor @ 1% of Contract Amount per day and/or (2) withheld Contractor's due payments and carryout outstanding work by some other Contractor and deduct/ adjust the pending and any additional expenses from the due payment of the Contractor.

2. If you/ your firm, however, falls under any of the following conditions, your proposal may not be considered:
 - (a) you/ your firm are/ is not a citizen/ national of an ADB member country, or
 - (b) you/ your firm have/ has been associated with the firm that prepared the design, specifications, or engaged in the preparation of the Project or firm that will provide supervision of the Works, or
 - (c) you/ your firm are/is owned by the Employer, or
 - (d) you/your firm are/ is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its [Anticorruption Policy](#) (1998, as amended to date), or
 - (e) the contracting of services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.

3. To be qualified, you must:
 - (a) have experience as a prime contractor in the construction of at least one work (office/commercial building construction and renovations) over the last 03 years of the nature and complexity equivalent to the works covered by this **Request for Quotation** as evidenced by a Client's certificate of completion; and
 - (b) provide evidence of availability of financial resources to successfully complete the works in the amount of PKR 25.00 million. Credit line from a reputable bank is acceptable evidence. Otherwise, you will not be considered further.
4. Your quotation/(s) should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Your priced quotation/(s) shall be for all the items in both Civil & MEP Works as given in attached BOQs. Any item left blank/without quoting Rate shall be required to be executed free of cost. The Quotation must be submitted only on the attached **Form of Quotation** [furnished on Company's original letterhead] with the **priced BOQ, & Drawings** (duly signed & stamped). The currency of quoted prices and payment shall be Pak Rupee.
- (b) The rates/prices quoted shall include all the applicable Taxes, duties, and other levies as per FBR and SRB Rules & in accordance with Government of Sindh and Government of Pakistan.
- (c) You shall submit only one quotation. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (d) You shall submit one original of the **Form of Quotation**, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the original shall prevail.
- (e) Your quotation should be valid for a period of **30 days** from deadline for submission of the quotation as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of eligible contractors for the project for 2 years.

Submission and Opening

- (f) The Two Sets (one Original & one Copy) of completed **Form of Quotation** along with the **priced BOQ, & Drawings**, must be submitted (in hard copy only) by the due date as mentioned in the published Advertisement till 1400 hours (2.30 pm) with all the required documents that should be signed, sealed in an envelope, and addressed to and delivered to the following address:

Employer's Address : Procurement Specialist
TransKarachi,
C-89, near Bilal Masjid, Block 2, Clifton, Karachi, Sindh

Telephone : +92-21-99332440, 99332478, 99332512

E-mail : procurement@transkarachi.pk

Note: The submission of Quotation/s in soft copy/PDF format through electronic media/Email is not allowed

- (g) The submitted Quotations shall be opened publically by the Procurement Committee in the presence of participating Contractors' representatives who choose to attend, on the same day @ 1500 hours (3.00 pm) at the address: Committee Room, TransKarachi Corporate Office addressed at C-89, near Bilal Masjid, Block 2, Clifton, Karachi.
- (h) Incomplete or late Proposals/Quotations shall not be accepted /considered.

Evaluation and Comparison of submitted Quotations:

- (i) Quotations determined to be substantially responsive to the **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
- (j) In evaluating the quotations, the Employer shall adjust for any arithmetical errors as follows:
 - (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - (ii) where is a discrepancy between the total price in the Priced BOQ or the quoted amount indicated in the Form of Quotation, the total price in the Priced BOQ shall govern.

If you refuse to accept the correction, your quotation will be rejected.

Award of Contract

The Employer shall award the contract to the contractor whose quotation has been determined to be substantially responsive to this Request for Quotation & also found to be technically qualified & capable to perform the Contract and who has offered the lowest price quotation.

- (k) The contractor whose quotation has been accepted will be notified by the Employer within **30** days from the date of submission & opening of quotations through the return of a copy of the Form of Quotation with Acceptance signed by the authorized representative of the Employer.
- (l) The successful contractor shall sign the Contract [*to be furnished on Stamp Paper as per attached draft Contract with paid Stamp Duty equivalent to 0.35% of accepted Contract Price*] governed by the annexed Contract Terms and Conditions. The overall Contract Price shall include all applicable taxes of Government of Sindh, Pakistan.

Performance Security

The successful bidder shall furnish to the Employer a Performance Security in the form of Pay Order or Bank Guarantee issued by a Scheduled Bank in Pakistan for the amount to 5% of Contract Price within a period of 15 days after the receipt of Letter of Acceptance.

5. Further information can be obtained from:

Name : Procurement Specialist
Address : TransKarachi, C-89, near Bilal Masjid, Block 2, Clifton, Karachi, Sindh.
Telephone : +92-21-99332440, 99332478, 99332512
E-mail : procurement@transkarachi.pk

6. The Employer intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the Contract resulting from this **Request for Quotation**.
7. Under **ADB's Anticorruption Policy** (1998, as amended to date), bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the bidder recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.
8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the employer's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):¹

- (a) Name of Institution: _____
- (b) Period of debarment, ineligibility, or blacklisting (start and end date): _____
- (c) Reason for the debarment, ineligibility, or blacklisting: _____

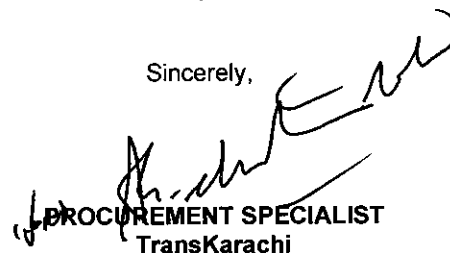
9. You/your firm's, joint venture partners', associates', parent company's affiliates or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:²

- (a) Nature of the offense/violation: _____
- (b) Court/Area of jurisdiction: _____
- (c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____
- (d) Other relevant details:

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the employer's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).
12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,


PROCUREMENT SPECIALIST
TransKarachi

¹ Any such disclosure shall be forwarded by the Employer to ADB.

² Any such disclosure shall be forwarded by the Employer to ADB.

ATTACHMENT 1 – BILL OF QUANTITIES
(Rates to be filled in by the Contractor)

ATTACHMENT 2 - DRAWINGS

FORM OF QUOTATION (Works)

___ / ___ / 2022

To: TransKarachi,
C-89, near Bilal Masjid,
Block 2, Clifton, Karachi, Sindh.

We, having examined the **Request for Quotation** and its attached documents, offer to execute the **Balance Civil & MEP Works of TransKarachi Corporate Office addressed at C-89, Block 2, Clifton, Karachi, Pakistan** under the contract reference **KBRT-Works-Office Renov-02** in accordance with the **Contract Terms & Conditions** and the priced **Bill of Quantities** accompanying this Quotation for the Contract Price of Pak Rupees _____ [amount in numbers] _____ [amount in words]. We propose to complete the Works described in the Contract within a period of 03 months from the Date of Signing of the Contract, failing which, the TransKarachi will have right to impose Liquidated Damages and/or withheld our due payments in accordance with the relevant clauses of the Conditions of the Contract.

This Quotation and your acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer required by the proposal documents.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not owned by the Employer; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Contractor : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Address : _____
Phone Number : _____
Fax Number, if any : _____
Email address (optional): _____

ACCEPTANCE

The Employer accepts the Contractor's offer to undertake the Works. Execution of the Works shall commence no later than the Start Date specified in the Contract.

Name of Employer : TransKarachi
Authorized Signature : _____
Name of Signatory : Muhammad Wasif Ijlal
Title of Signatory : Chief Executive Officer
Date : _____

DRAFT

This Contract Agreement along with Contract Terms & Conditions as Annexure must be furnished on Stamp Paper of value equivalent to 0.35% of overall Contract Price as per Stamp Duty Act

CONTRACT AGREEMENT

Name of Country: Islamic Republic of Pakistan
Project Title: Karachi Bus Rapid Transit Redline Project
Title of Procurement: Balance Civil & MEP Works of TransKarachi Corporate Office addressed at C-89, Block 2, Clifton, Karachi, Pakistan
Contract Ref: KBRT-Works-Office Renov-02

This Contract is entered into this ____ [date] ____ day of __ [month], 2022 between TransKarachi on the one part (hereinafter called the Employer) and M/s. _____ [name of Contractor] (hereinafter called the Contractor) on the other part.

Whereas the Employer has called for quotations to carryout & complete the Balance Works of TransKarachi Corporate office (C-89 Block-2, Clifton Karachi) Contract # KBRT-Works-Office Renov-02 and the Contractor has submitted a quotation for the above work and the Employer has accepted the Contractor's Quotation dated _____ for the execution and completion of such works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

- The following documents shall be deemed to form and be read and construed as part of this Contract Agreement, viz:
 - Form of Quotation (dully accepted by the Employer).
 - Contract Terms and Conditions.
 - Priced Bill of Quantities (BOQ) with Specifications (if any), and Drawings.
- Taking into account payments to be made by the Employer to the Contractor as provided herein, the Contractor hereby enters into this **Contract** with the Employer to execute the works fully described in the **Request for Quotation** documents with the scope itemized in the **Bill of Quantities (BOQ)**, and in a professional workmanship in accordance with the **Contract Terms and Conditions**, all of which documents constitute integral parts of this **Contract**.
- The Employer agrees to pay the Contractor, in consideration of the execution and completion of the Works and remedying defects therein, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.
- The **Start Date** of the execution of Works shall be no later than 7 days from the date of signing of this agreement.

In witness whereof the parties thereto have caused this Contract to be executed under the laws of Pakistan on the date indicated above.

Signature and seal of the Employer:
FOR AND BEHALF OF

Signature and seal of the Contractor:
FOR AND BEHALF OF

Name of Authorized Representative

Name of Authorized Representative

CONTRACT TERMS AND CONDITIONS

Name of Country: Islamic Republic of Pakistan
Project Title: Karachi Bus Rapid Transit Redline Project
Title of Procurement: Balance Civil & MEP Works of TransKarachi Corporate Office addressed at C-89, Block 2, Clifton, Karachi, Pakistan
Contract Ref: KBRT-Works-Office Renov-02

1. Definitions

1.1 The words and expressions defined shall have the following meanings assigned to them.

- (a) The **Bill of Quantities** is a schedule of the activities/items of work comprising the construction of the Works in an item-rate contract. It includes a unit price of each item of work & estimated value of quantity to be executed for each activity, which is used for valuations.
- (b) The **Start Date** is the latest date when the Contractor shall commence execution of the Works, as specified in the Contract.
- (c) **The Completion Date** is the date of completion of the Works as certified by the Project Manager.
- (d) The **Contract** is the Contract between the Employer and the Contractor to execute and complete the Works.
- (e) The **Contractor** is the party whose offer to carry out the Works has been accepted by the Employer.
- (f) The **Contract Price** is the accepted contract amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (g) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (h) The **Defects Liability Period** is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects in accordance with Clause 19 [Correction of Defects] and completing any outstanding/additional work/item.
- (i) The **Employer** is the party who employs the Contractor to carry out Works. i.e. TransKarachi
- (j) **Force Majeure** means an exceptional event or circumstance which: is beyond a Party's control; which such Party could not reasonably have provided against before entering into Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- (k) **Party** means the Employer or the Contractor, as the context requires.
- (l) The **Project Manager** is the person appointed by the Employer and notified to the Contractor, who is responsible for supervising the execution of the Works and administering the Contract.
- (m) The **Site** is the area defined by the Employer where the Works are to be executed, and any other place specified in the Contract as forming part of the Site.
- (n) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (o) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, including any Variation.

2. Interpretation

2.1 In interpreting these conditions, singular also means plural. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these conditions.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

- a) Contract, including Contract Terms and Conditions
- b) Accepted Form of Quotation,
- c) Specifications (if any),
- d) Drawings,
- e) Priced Bill of Quantities, and
- f) any other document required to form part of the Contract.

3. Contract

3.1 The Parties shall enter into a Contract within 15 days after the Contractor receives notification of Acceptance.

4. Compliance with Laws

4.1 The Contractor shall, in performing the Contract, comply with applicable Laws of Pakistan.

5. Performance Security

5.1 The successful bidder shall furnish to the Employer a Performance Security in the form of Pay Order or Bank Guarantee issued by a Scheduled Bank in Pakistan for the amount to 5% of Contract Price within a period of 15 days after the receipt of Letter of Acceptance.

6. Fraud and Corruption

6.1 This Contract shall be covered by the provisions of [ADB's Anticorruption Policy](#) (1998, as amended to date) and [Integrity Principles and Guidelines](#) (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

7. Project Manager's Decisions

7.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

8. Communications

8.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

9. Employer's Risks

9.1 From the Start Date until the Completion Date, the following are Employer's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

10. Contractor's Risks

10.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks, are Contractor's risks.

11. (Optional) Insurance

11.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated for the following events, which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Equipment and Materials: _____;
- (b) loss of or damage to property (except the Works, Materials, and Equipment) in connection with the Contract: _____; and
- (c) sickness, disease, personal injury or death of any person employed by the Contractor: _____.

11.2 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance, which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

12. Contractor to Construct the Works

12.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings for which the quotation was offered.

13. Completion of Works & Penalties in case of failure

13.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Completion Date.

13.2 If the Contractor fails to perform his obligations and or fails to complete the works within stipulated time as per his work program or till the time specified by the Project Manager, TransKarachi reserves the right to penalize the Contractor by (1) impose Liquidated Damages to the Contractor @ 1% of Contract Amount per day up to maximum 10% of Contract Amount and deduct such amount of LDs from his due/pending payments or recover from him (if no payments is outstanding towards TransKarachi) and/or (2) withheld Contractor's due payments and carryout outstanding work by some other Contractor and deduct/adjust the expenses from the due payment of the Contractor.

14. Possession of the Site

14.1 The Employer shall give possession of all workable parts of the Site to the Contractor upon mutual agreement on _____.

15. Access to the Site

15.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

16. Safety

16.1 The Contractor shall be responsible for the safety of all the activities on the Site.

17. Instructions, Inspections, and Audits

17.1 The Contractor shall carry out all instructions of the Project Manager, which comply with the applicable laws where the Site is located.

17.2 The Contractor shall permit ADB to inspect the Contractor's accounts, records, and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by ADB. The Contractor shall maintain all documents and records related to the Contract for a period of 3 years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations and require its employees or agents with knowledge of the Contract to respond to questions from ADB.

18. Program

18.1 Within 07 days after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for his no-objection and reference a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. The activities in the Program shall be consistent with those in the Bill of Quantities (BOQ).

18.2 The Program shall indicate commencement of the Works on the Start Date and proceed without delay to comply with the Completion Date in the Contract.

19. Defects Liability Period

19.1 The works undertaken should be covered by contractor's warranty under the Defects Liability Period of 06 months from the date of completion. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

20. Correction of Defects

20.1 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period.

20.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

21. Uncorrected Defects

21.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount. If Contractor is unable to correct the defect or pay the required amount imposed, the Contractor shall be disqualified from undertaking contracts for the Employer for a period of five years.

22. Contract Price

22.1 The Bill of Quantities (BOQ) shall contain the priced items of the Works to be performed by the Contractor. The Bill of Quantities (BOQ) is used to monitor and control the performance of activities on which basis the Contractor will be paid.

23. Advance Payment

23.1 No advance payment is allowed under this Contract.

24. Taxes and Duties

24.1 The Contractor is responsible for all direct & indirect taxes including Stamp Duty on Stamp Paper for furnishing Contract Agreement, Income Tax, GST, SST and all other duties, levies, license fees, etc., in accordance with the laws of Pakistan & Government of Sindh and the deduction of all applicable taxes at source shall be made on each payment.

25. Payment Certificates

25.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

25.2 The value of work executed shall be determined by the Project Manager and certify the amount to be paid to the Contractor.

25.3 The value of work executed shall comprise the value of completed activities in the Bill of Quantities (BOQ).

25.4 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

26. Payments

26.1 Payments shall be adjusted for deductions for advance payments (if any). The Employer shall pay the Contractor the amounts certified by the Project Manager within 14 days of the date of each certificate.

27. Cost of Repairs

27.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

28. Notice and Consequences of Force Majeure

28.1 If a Party is or will be prevented from performing its obligations under the Contract by Force majeure, it shall give notice to the other Party of the circumstances of Force Majeure within 10 days after the Party becomes aware of them.

28.2 The Party shall, having given notice, be excused from performance of obligations for so long as Force Majeure persists. However, each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.

28.3 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

28.4 If contractor is prevented from performing its obligations due to Force Majeure of which notice has been given, and suffers delay due to such Force Majeure, the contractor shall be entitled to (a) an extension of time if completion will be delayed, and (b) payment of costs, including rectification or replacement of works or goods damaged, when such costs arises from the defined events or circumstances of Force Majeure to the extent they are not indemnified through the insurance policy.

29. Release from Performance

29.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises, which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance.

- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract; and
- (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under Clause 34 [Payment Upon Termination].

30. Completion

30.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.

31. Taking Over

31.1 The Employer shall take over the Site and the Works within 7 days of the Project Manager's issuing a certificate of Completion.

32. Final Account

32.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 28 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 28 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

33. Termination

33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

33.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Contractor fails to complete the works on or before the stipulated completion date or extended/revised completion date (if Extension of Time in completion is granted).
- (c) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (d) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (e) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 56 days of the date of the Project Manager's certificate;
- (f) the Project Manager gives Notice that failure to correct a particular defect prior to completion is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (g) the Project Manager gives two consecutive Notices to update the Program and accelerate the works, and/or complete the outstanding works within a time determined by the Project Manager, and the Contractor fails to update the Program, fails to demonstrate acceleration of the works and/or fails to complete the outstanding works within a reasonable period of time determined by the Project Manager;

- (h) the Contractor has delayed the completion of the Works by more than 56 days; and
- (i) if the Contractor, in the judgment of the Employer has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing the Contract.

34. Payment upon Termination

- 34.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 34.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, materials ordered, the reasonable cost of removal of equipment, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

35. Resolution of Disputes

- 35.1 The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the unresolved dispute between the Employer and the Contractor, the dispute shall be settled in accordance with the provisions of the _____ [*arbitration law or rules of the Employer's country*].

36. Suspension of ADB Loan or Credit

- 36.1 In the event that ADB suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made,
 - (a) the Employer is obligated to notify the Contractor, with copy to the Project Manager, of such suspension within 7 days of having received ADB's suspension notice.
 - (b) if the Contractor has not received sums due it within the 28 days for payment provided for in Clause 26 [Payments], the Contractor may immediately issue a 14-day termination notice.