



## Tender/Contract Document of

**Hiring contractor for construction of Civil Work for 10 kW Micro Hydropower Station at Garil, Broghil**

Date: \_\_\_\_\_

**Project Name:** Improved Governance of the National Parks across the Wakhan Corridor

**Project Code:** PAK-AKDN-CHI-003

**Donor:** PATRIP Foundation

The Aga Khan Rural Support Programme (AKRSP) hereinafter referred to as "**Employer**" seeks to engage services of Civil Work Contractor hereinafter referred to as the "**Contractor**" in order to provide materials and labor (per quantities determined in Annex I of this document) for the construction of Civil Work for 10 kW Micro Hydropower Station unit at Garil Broghil hereinafter referred to as the "**Works**", in accordance with the following Contract:

### 1. **Contract Documents**

- 1.1. This Contract is subject to General Conditions for Civil Works attached hereto as **Annex III**. The provisions of the Annex are providing the interpretation of this Contract including any other Annexes, unless otherwise expressly stated under this contract.
- 1.2. The Contractor and AKRSP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
  - a) Tender Advertisement
  - b) This letter of contract
  - c) The Technical Specifications and Drawings attached hereto as **Annex I**
  - d) The Total cost of work agreed and finalized with Contractor\_ attached hereto in the **Annex II**
- 1.3. All the above shall form the Contract between the Contractor and AKRSP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

### 2. **Tender Evaluation Criteria**

#### **Technical Evaluation:**

- 2.1. The contractor implemented 03 (three) projects of the same nature and of at least PKRs 04 million contract value each in the past 8 years in Chitral. The past experience must be supported by Work orders and project completion certificates are required to submit with tender brochure. Local

experience is important for contractors to understand local level implementation challenges and better adoptability to culture and environment.

2.2. The average annual turnover in the last 05 years should be at least PKRs 4 million. This should be supported by original banks statements or audited financial statement of the contractor or firm

2.3. The contractor must have valid registration certificate issued by Pakistan Engineering Council

Financial Evaluation:

Technically qualified and responsive bidder/contractor shall be financially evaluated to determine the most favorable candidate to furnish the task within the allocated budget.

### **3. Obligations of the Contractor**

3.1. The Contractor shall commence work within **07** days from the date on which he shall have been given access to the site and received the notice to commence from the Project Engineer and shall perform and substantially complete the Works by 15/12 /2022, in accordance with the Contract. The contract shall arrange both local and non-materials requiring for the Works in the project site as well as skilled and unskilled labor to undertake the works.

3.2. The Contractor shall submit to the Engineer the Programme of Work referred of the General Conditions latest by 15 /07/ 2022.

3.3. The contractor will provide AKRSP, any information and/or data required to enter into this contract or as required to complete due diligence for performing any works related to PATRIP Foundation funded project.

3.4. The Contractor represents and warrants the accuracy of any information or data provided to AKRSP for the purpose of entering into this Contract as well as the quality of the Works foreseen under this Contract in accordance with the highest professional standards.

### **4. Price and payment**

4.1. The total estimated price of the Contract is contained in the Bill of Quantities and amounts to \_\_\_\_ PKR \_\_\_\_\_ /- .

4.2. The final price of the Contract will be determined on the basis of the actual work done and satisfactory performance of the Works as certified by the Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.

4.3. If the Contractor foresees that the final price of the Contract may exceed the total estimated price contained in 4.1 above, he shall so inform (in writing) the Engineer without delay, in order for AKRSP to decide, at its discretion, to increase the estimated price of the Contract as a result of a larger quantity of work or to reduce the quantity of work to be performed or materials to be used. AKRSP shall not be responsible for payment of any amount in excess of that stipulated in 4.1 above unless this letter amount has been increased by means of a written amendment of this Contract.

4.4. Bidder is required to submit bid security equal to 2.5% of bid value quoted by contractor in form of banker's cheque , demand draft (DD) or call deposit in the name of AKRSP Chitral.

- 4.5. The contractors will provide 10% of total bid values as performance bond in the form of call deposit/bankers cheque before signing this contract which will be forfeited if the physical work will not be initiated within the given dateline in addition to cancellation of the contract.
- 4.6. The Contractor shall submit an invoice for advance payment (not exceeding 10% of the total value of the contract) of PKR \_\_\_\_\_ /- upon signature of this Contract by both parties and commencement of the works, invoices for the work performed in every 30 days and a final invoice within 30 days from the issuance of the Certificate Completion by the Engineer.<sup>1</sup>
- 4.7. AKRSP shall make payment of the invoices after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case AKRSP will make payment for the amount so corrected. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract. The Engineer shall process the invoices submitted by the Contractor within 15 days of their receipt.
- 4.8. Payments made by AKRSP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by AKRSP of the Contractor's performance of the Works.
- 4.9. Payment of the final invoice shall be made by AKRSP after issuance of the Certificate of Final Completion by the Engineer and adjustment of advance payments.
- 4.10. AKRSP will impose a fine of PKR 3,000 per day on contractor in case the work will not be completed within agreed dateline due to later negligence.

**5. Submission of invoices**

- 5.1. One original and one copy of every invoice shall be submitted by the Contractor for each payment under the Contract.
- 5.2. Invoices submitted by fax or email shall not be accepted by AKRSP.

**6. Time and manner of payment**

- 6.1. Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by AKRSP
- 6.2. All payments shall be made by AKRSP in favor of the Contractor through payee account only.
- 6.3. AKRSP will hold 10% of the invoice value as retention money which will be released to the contractor after issuance of the certificate of final completion by the Engineer.
- 6.4. AKRSP will deduct cost of materials and equipment from the invoices resulting from contractor negligence.

**7. Modification**

- 7.1. Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and AKRSP.

**8. Notifications**

- 8.1. For the purpose of notifications under the Contract, the addresses of AKRSP and the Contractor are as follow:

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<sup>1</sup> In the case of advance payments, the amount should not exceed 10%.

**For the AKRSP**

Regional Programme Office

Aga Khan Rural Support Programme (AKRSP)

Shahi Qilla Road Chitral

Contact# 0943 41272

**For the Contractor:**

\_\_\_\_\_  
\_\_\_\_\_

7.2 After the signature of the Contract, AKRSP will designate Project Engineer for the purpose of communication with the contractor under the Contract.

In agreement to terms and conditions laid out in this letter and annexes to this contract document, for satisfactory performance of works as required under PATRIP Foundation funded work, it needs to be signed below with initials on every page of this document followed with submission of one original copy of this Contract (duly signed and dated) to AKRSP office, as indicated earlier under point 7 (Notifications).

For AKRSP Contractor

Agreed and Accepted by

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

For the Contractor

Agreed and Accepted by

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**ANNEX I** Technical Specifications and Drawings

<b>Location of the project</b>	<b>Garil Broghil</b>	
Project Coordinates		
Name of work	Construction of 10kw micro hydel power Unit	
Specifications of the project		
Generating capacity	10	kw
Length of the power Channel	1400	FT

**ANNEX II** Total Cost of Work

**BILL OF QUANTITIES FOR CIVIL WORK**

<b>S.NO</b>	<b>DESCRIPTION</b>	<b>Unit</b>	<b>QUANTITY</b>	<b>Quoted Unit Rate (PKRs)</b>	<b>Total Quoted Rate (PKRs)</b>
<b>A</b>	<b>Power Channel &amp; Tailrace</b>				
1	Compacted Gravel	cft	2,660		
2	Un coursed Random Rubble Stone Masonry ( wet Stone Masonry 1:4)	cft	5,775		
3	Laying of C15 Blinding Concrete M7 (1:4:8)	cft	1,283		
4	Laying of PCC M15 (1:2:4)	cft	1,867		
5	Plastering (1:4) ¾" thick	sft	560		
6	Laying of RCC M15 (1:2:4)	cft	1,350		
7	Soil filling	cft	2,000		
8	Reinforcement Fabrication	kg	1,501		
9	Formwork ( As per Direction )	sft	900		
<b>B</b>	<b>Forebay &amp; Spillway</b>				
1	Compacted Gravel	cft	5,985		
2	Laying of RCC M15 (1:2:4)	cft	153		
3	Plum M10 1:3:6 using 40 % boulders	cft	205		
4	Reinforcement Fabrication	Kg	594		
5	Formwork ( As per Direction )	sft	252		
<b>C</b>	<b>Power House</b>				
1	Excavation	cft	1,204		
2	PCC M7 (1:4:8)	cft	93		
3	Laying of PCC M15 (1:2:4)	cft	47		
4	Coursed Rubble Masonry 1:4	cft	468		
5	Laying of RCC M15(1:2:4)	cft	493		
6	Reinforcement Fabrication	kg	1,426		
8	Cement Plastering (1:4)	sft	948		
9	Wood for truss work	cft	109		
10	Glass for Windows Paneling	sft	31		
11	White washing	sft	1020		
12	Steel Door	no	2		
13	Windows(deodar wood)	no	2		
14	Electrification(complete in all)	no	1		
15	Providing and fixing of Wire Gauzes	sft	31		
16	24 Gauge Green printed CGI Sheets	no	23		

	including fixing				
17	Nails of different sizes	kg	25		
18	nut bolts for trusses gussets supports(3/4")	kg	20		
18	T-Girder & 3 way Joist	no	1		
19	Hanging Ceilings	sft	168		
<b>D</b>	<b>Anchor Blocks and Penstock</b>				
1	Excavation	cft	142		
2	Laying of RCC M15(1:2:4)	cft	105		
3	Reinforcement fabrication	kg	432		
4	Formwork ( As per Direction )	sft	176		
5	M10 Plum Concrete (1:3:6)	cft	162		
<b>E</b>	<b>Transformer Pads &amp; Poles</b>				
1	Excavation	cft	2700		
2	Plum Concrete M10 (1:3:6)	cft	2,659		
3	Formwork ( As per Direction )	sft	900		
<b>F</b>	<b>Others</b>				
1	HDPE Pipe 1" dia	rft	328		

### **ANNEX III: GENERAL CONDITIONS TO CONTRACT**

#### **1. Obligation to Perform in Accordance with Contract**

The Contractor shall execute and complete the Works in strict accordance with the terms of this Contract, with due care and diligence and to the satisfaction of the Project Engineer, and shall provide all labor, including the supervision thereof required in and for such execution, as far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall comply with and adhere strictly to the Engineer's instructions and directions on any matter, touching or concerning the Works.

#### **2. Assignment of Contract**

The Contractor shall not, except after obtaining the prior written approval of the AKRSP, assign, transfer, pledge or make other disposition of the Contract or any part thereof or of any of the Contractor's rights, claims or obligations under the Contract.

#### **3. Source of Instructions**

The Contractor shall neither seek nor accept instructions from any authority external to the Employer,



the Engineer or their authorized representatives in connection with the performance of his services under this Contract. The Contractor shall refrain from any action which may adversely affect the Employer and shall fulfill his commitments with fullest regard for the interest of the Employer.

#### **4. Subcontracting**

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval of the Employer for all such subcontractors. The approval of the Employer shall not relieve the Contractor of any of his obligations under the Contract, and the terms of any subcontract shall be subject to and be in conformity with the provisions of the Contract.

#### **5. Inspection of site**

The Contractor shall be deemed to have inspected and examined the site and its surroundings to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the construction Works and of the rates and prices, which rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works. The Employer does not guarantee the correctness of any data/information/drawings either verbal and/or written provided herein nor any interpretations, deductions or conclusions relative to conditions at Site. The Contractor must form his own opinion of the character of the work. He must make his own interpretations, and satisfy himself by his own investigations and research regarding all conditions affecting the work to be done. The Contractor must assume all responsibility for deductions and conclusions as to the nature or conditions of doing other work affected by the geology at the Site."

#### **6. Setting-Out**

The Contractor shall be responsible for the true and proper setting out of the Works in relation to original points, lines and levels of reference given by the Engineer and for the correctness of the position, levels, dimensions and alignment of all parts of the Works. If, at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer.

#### **7. Site Operations**

The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction (in accordance with ESMP developed for project with most relevant points detailed under condition 51 in this document), provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the Works or prepared by the Engineer.

#### **8. Contractor's Employees**

The Contractor shall provide and employ such skilled, semi-skilled, and unskilled labour as is necessary

for the proper and timely execution and completion of the Works. The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution or completion of the Works, who in the opinion of the Engineer is misconducting himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered reasonably by the Engineer to be undesirable, and such person shall not be again employed on the Site without the written permission of the Engineer.

#### **9. Objection to Contractor's Employees**

The Contractor shall, upon the Employer's written instruction, remove from the Works any person employed by him in the execution of the Works, who misconducts himself or is incompetent or negligent.

#### **10. Employment of Local Personnel**

The Contractor shall, to the extent practicable and reasonable, employ staff and labor from sources within local areas where civil works are being carried out.

#### **11. Responsibility for Employees**

The Contractor shall be responsible for selection of reliable, professional and technically competent individuals, engaged to work under this Contract, who will perform effectively in the implementation of the Contract, respect local customs and conform to a high standard of moral and ethical conduct (in accordance with ESMP developed for project with most relevant points detailed under condition 51 in this document).

#### **12. Work Book**

The Contractor shall maintain a Work Book at the Site

#### **13. Weekly Site Meeting**

A weekly site meeting shall be held between the AKRSP (Site Engineer) and Contractor, if any, the representative of the Contractor and Engineer's Representative, in order to verify that the Works are progressing normally and are executed in accordance with the Contract. The Engineer may instruct the Contractor of all variations in quantity or quality of the Works, in whole or in part, that are deemed necessary by the Engineer.

#### **14. Daily Job Record**

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Project Manager/Engineer as and when requested.

#### **15. Contractor's Superintendence**

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfillment of the Contractor's

obligations under the Contract.

#### **16. Removal of Improper Work**

The Engineer shall during the progress of the Works have the power to order the removal and proper re-execution of any work which in respect of quality is not in accordance with the Contract.

#### **17. Suspension of Work**

The Contractor shall on the written order of the Engineer suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works so far as it is necessary in the opinion of the Engineer.

#### **18. Alterations, Additions and Omissions**

No variations shall be made by the Contractor without communication (in writing) from the Engineer that can introduce any variations to the form, type or quality of the Works or any part thereof which he considers necessary and for that purpose or if for any other reasons it shall, in his opinion be desirable. The Engineer shall, however, obtain the written approval of the Employer before giving any order for any variations which may result in an increase of the contract price or in an essential alteration of the quantity, quality or character of the Works.

#### **19. Extension of Time for Completion**

If, subject to the provisions of the Contract, the Engineer orders alterations or additions in the, or if circumstances constituting force majeure as defined in the Contract have occurred, the Contractor shall be entitled to apply for an extension of the time for completion of the Works specified in the Contract. The Employer shall, upon such application, determine the period of any such extension of time; provided that in the case of alterations or additions in the Works, the application for such an extension must be made before the alterations or additions in the Works.

#### **20. Increase and Decrease of Costs**

Except if otherwise provided by the Contract, no adjustment of the Contract Price shall be made in respect of fluctuations of market, prices of labour, materials, plant or equipment, neither due to fluctuation in interest rates nor devaluation or any other matters affecting the Works.

#### **21. Equipment and supplies furnished by Employer**

Title to any equipment and materials which may be furnished by the Employer shall rest with the Employer and any such equipment and materials shall be returned to the Employer at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment when returned to the Employer, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

## **22. Measurement of Works**

The Engineer shall, when he requires any part or parts of the Works to be measured, give notice to the Contractor or the Contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer in making such measurements and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such agent, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the work. The purpose of measuring is to ascertain the volume of work executed by the Contractor and therefore determine the amount of the monthly payment. In addition to that the Engineer will also check daily attendance sheet and other details related to labour.

## **23. Care of Works**

From the commencement date of the Works to completion the Contractor shall take full responsibility for the care of all Works and in the event that any damage or loss should happen to the Works or to any part thereof from any cause whatsoever except as shall be due to Force Majeure, the Contractor shall at his own cost repair and make good the same so that, at completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations. The Contractor shall be fully responsible for the review of the Engineering design and details of the Works and shall inform the Employer of any mistakes or incorrectness in such design and details which would affect the Works.

## **24. Compliance with Laws**

The Contractor shall conform in all respects with any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements of any such local or other authority which may be applicable to the Works and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such Statutes, Ordinances, Laws, Regulations, Bylaws or requirements.

## **25. Equipment \Safety Precautions**

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 health and safety plan developed Environmental and Social Management Plan (ESM). The Contractor shall make, maintain, and submit reports to the Project Manager/Engineer concerning safety, health and welfare of persons and damage to property as the Project Manager/Engineer may from time to time prescribe

## **26. Alcoholic Liquor or Drugs**

Contractor shall not, otherwise than in accordance with the statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale gift, barter or

disposal by his Subcontractors, agents, employees or labor.

### **27. Arms and Ammunition**

The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

### **28. Festivals and Religious Customs**

The Contractor shall in all dealings with his staff and labor have due regard to all recognized festivals, days of rest and religious or other customs in the area of performance of works.

### **29. Disorderly Conduct**

The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by laborers and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same.

### **30. Records of Safety and Health**

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Project Manager/Engineer may from time to time prescribe

### **31. Reporting of Accidents**

The Contractor shall report to the Project Manager/Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition to appropriate action required under the law, notify the Project Manager/Engineer immediately by the quickest available means.

### **32. Epidemics**

In the event of any outbreak of illness of an 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 purpose of dealing with and overcoming the same.

### **33. Supply of Water**

The Contractor shall, so far as is reasonably practicable, having regard to local environmental conditions, provide on the Site, to the satisfaction of the Project Manager/Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labor.

### **34. Watching and Lighting**

The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing, signage and watching when and where necessary or required by the Engineer (in line

with project ESMP) and employer for the protection of the Works and the materials and equipment utilized therefore or for the safety and convenience of the public or others.

### **35. Damage to Persons and Property**

The Contractor shall (except if and so far as the Contract provides otherwise) indemnify, hold and save harmless and defend at his own expense the Employer, its staff from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or omissions of the Contractor or its agents, employees, servants or subcontractors in the execution of the Contract

### **36. Accident or Injury to Workmen**

The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-Contractor, except an accident or injury resulting from any act or default of the Employer or servants. The Contractor shall indemnify, hold and save harmless the Employer against all such damages and compensation, except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation.

### **37. Liability of The Parties**

The Works shall not be considered as completed until a Certificate of Final Completion shall have been signed by the Engineer and delivered to the Employer stating that the Works have been completed and that the Contractor has fulfilled all his obligations. The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the Contract or the execution of the Works unless the Contractor shall have made a claim in writing in respect thereof before the giving of the Certificate of Final Completion and in accordance with the Contract.

### **38. Officials Not to Benefit**

The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

### **39. Prevention of Corruption**

The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with the Employer or for showing or intending to show favor or disfavor to any person in relation to the Contract or any other contract with the Employer, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract

with the Employer.

#### **40. Force Majeure**

The Contractor shall not be liable for penalties or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event which is beyond the reasonable control of the Contractor, which makes the Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, acts of God; expropriation, confiscation, requisitioning or commandeering of, all or any part of the land on which the Projects are being set up; compliance with any oral or written order, directive or request of any government authority or person purporting to act therefor or under such authority which affects the supply, availability or use of materials or labour; acts or inaction on the part of any governmental authority or person purporting to act therefor or under such authority; war, riots, civil disorders; insurrection, rebellion, sabotage or terrorism; earthquake, fire, explosion, storm, flood or other adverse weather conditions or other natural calamities, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Contractor) or any other action by government agencies or any other event which is beyond the reasonable control of the Contractor and not involving the Contractor's fault or negligence.

If a Force Majeure situation arises, the Contractor shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by a Force Majeure event.

#### **41. Use of Name, Emblem or Official Seal of AKRSP and Donor Agency**

The Contractor shall not advertise or otherwise make public the fact that he is performing, or has performed services for the Employer and / or PATRIP Foundation or use the name, emblem or official seal of the Employer/donor or any abbreviation of the name of the Employer or for advertising purposes or any other purposes.

#### **42. Confidential Nature of Documents**

All maps, drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer, shall be treated as confidential and shall be delivered only to the duly authorized representative of the Employer on completion of the Works; their contents shall not be made known by the Contractor to any person other than the personnel of the Contractor performing services under this Contract without the prior written consent of the Employer.

#### **43. Suspension By the AKRSP**

The AKRSP may by written notice to the Contractor suspend for a specified period, in whole or in part, payments to the Contractor and/or the Contractor's obligation to continue to perform the Works if the Contractor shall have failed, in whole or in part, to perform any of the terms and conditions of this Contract.

#### **44. Termination by the AKRSP**

The AKRSP may, terminate this Contract for cause or convenience in the interest of the AKRSP upon not less than fourteen (14) days written notice to the Contractor. Upon termination of this Contract, the Contractor shall be entitled (unless such termination has been occasioned by the Contractor's breach of this Contract), to be paid for the part of the Works satisfactorily completed

#### **45. Termination by the contractor**

In the case of any alleged breach by the AKRSP of the Contract or in any other situation which the Contractor reasonably considers to entitle him to terminate his performance of the Contract, the Contractor shall promptly give written notice to the AKRSP detailing the nature and the circumstances of the breach or other situation. Upon acknowledgement in writing by the AKRSP of the existence of such breach and the AKRSP inability to remedy it, or upon failure of the AKRSP to respond to such notice within twenty (20) days of receipt thereof, the Contractor shall be entitled to terminate this Contract by giving 30 days' written notice thereof.

#### **46. Anti-Terrorism**

The Contractor agrees to undertake all reasonable efforts to ensure that none of the AKRSP funds received under this Contract are used to provide support to individuals or entities associated with terrorism.

#### **47. Settlement Of Disputes**

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. Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for binding arbitration in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and of the Rules made there under or any re-enactment thereof or any statutory modifications thereto for the time being in force.

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Employer shall be withheld on account of such proceedings.

#### **48. Applicable Law**

The Contract and its meaning and interpretation shall be construed and interpreted in accordance with the laws of the Islamic Republic of Pakistan.



#### **49. Tax and duties**

The Contractor agrees to comply with all legal requirements under the Income Tax Ordinance 2001, to the extent applicable in Chitral.

#### **50. Waiver**

None of the provisions of the Contract shall be regarded as waived by either the AKRSP or the Contractor unless the same be agreed in writing and executed by the AKRSP and the Contractor. No waiver of any term or right under the Contract shall constitute a precedent or bind the party making the waiver to make a subsequent waiver of same term or right

#### **51. ESM Plan Guidelines**

The contractors should duly fulfill all the compliances and recommendations included in Environmental and Social Management Plan, adherence to construction code of conduct (annex 1) and PATRIP Foundation's other protocols including worker's health and safety or as generally applicable to project implementation. Key guidelines related to the contractors are;

- i. The Contractor will be required to have an effective worker's health and safety Plan and also train his workers on first aid and other emergency response.
- ii. There is a need that contractors should provide and install adequate road signage showing construction work in visible places for the people to see.
- iii. The contractor will need to provide protective gear to all its employees and impose their use. These may include protective masks, reflective ware, dust protection masks, leather boots, and hard hats for workers in places of quarries and other similar nature of work.
- iv. Close supervision of the workers to ensure that they are putting on protective clothing is necessary and proper warning system for workers during risky operations such as operation of heavy machinery and blasting (if required).
- v. The applicable guidelines, regulations and acts related to national parks will be duly followed by all contractors
- vi. Maintain adequate hygiene / sanitation in and around the construction site to reduce or control the spread of diseases.
- vii. The contractors and labor will be bound to ensure cleanliness within the park and all kinds of waste materials will be properly disposed at designated points.
- viii. The contractors will establish rest areas, waste collection, washroom rooms and other facilities in designated places as identified by the communities and project staff
- ix. Efforts will be made to avoid and minimize the solid and liquid wastes generation and if any generated that should be stored at designated places prior to disposal. And Disposal of spoils and debris on the valley side will be strictly prohibited and only done at pre-identified places.
- x. All waste fuel, oils, lubricants and containers etc. will be stored separately and provided for recycling
- xi. Construction waste and debris will be either reused if possible or disposed of at proper designated locations.

- xii. Construction sites will be provided with proper waste management facilities such as dust bins and earthen pits.
- xiii. Road surface, excavation and construction sites will be sprinkled with water to keep them moist for dust control.
- xiv. No firewood for cooking and heating bitumen, and incineration of wastes will be allowed by the Contractor.
- xv. Timing of construction activities only between 7 AM to 6 PM to avoid disturbance to nearby communities at night.
- xvi. Prohibit disposal of excavated spoils and debris into river water by identifying proper waste disposal and/or storage sites.
- xvii. All chemicals and oil will be stored away from water and on stable platform with catchments pits for spills collection.
- xviii. All wastes arising from the construction sites will be disposed in an environmentally accepted manner. Wastes will be collected and/or stored (e.g. waste oil, lubricants, and paints) prior to disposal or transported to the approved disposal sites.
- xix. No vehicle or equipment will be washed, parked or refueled near river water
- xx. No sanitary waste water will be discharged into the river water.
- xxi. All the non-local labour and staff will be given orientation on local cultural practices.
- xxii. The contractors will ensure their labour is not engaged in any uncultured activity.
- xxiii. Avoid any unnecessary movement of un local people within the community dwellings,

## **Annex 1- Construction Contractor Code of Conduct**

<Company/Contractor Name> requires that all personnel comply by the following Site Code of Conduct at all times while on the work site, at the camp or travelling to and from work sites.

### **Commitment of Company Management/Contractor:**

- The Management/Contractor ensures that all staff is treated with dignity, respect and justice. All of us ensure that we treat other people in the same way. The Management ensures that all staff is not discriminated based on gender, race, religion, age, disability, sexual orientation, nationality, political opinion or ethnic origin. All of us ensure that we do not discriminate others for these reasons.
- The Management/contractor commits not to permit any form of violence, harassment or abuse in the workplace or by project staff in local community.
- The Management/contractor commits to provide a secure place to work for the persons on site and for the local community

- Together with the Workers, the Management/contractor established this Code of Conduct and will enforce it. If we are aware of a break of this Code of Conduct, we will investigate in a fair and confidential manner assuming innocence until guilt is proven.

**Commitment of Management/contractor and Workers:**

- We, workers are guest in the local community and as such, we will respect our hosts by:
- Not harass other by words or acts;
- Not act violently toward anyone;
- Not buy, sell or carry illegal substances, weapons and firearms;
- Not hunt, fish or trade in wild animals;
- Not create nuisance or disturbance to near communities, which includes playing loud music, wearing unappropriated clothing, have poor personal hygiene, consume alcohol in public places, use pornographic material, gamble etc.
- We all recognize and respect the local culture, lifestyle and heritage of the communities and we will act accordingly.
- We will stay on the site and go in the communities only if permitted by them and the Management. We are committed to have good relationships with our neighbors and respect their privacy.

**Implementation of Code of Conduct:**

Management/contractor and Workers commit to actively ensure compliance with this Code of Conduct. Should we become aware of non-compliance, then we will report it. We will act honestly and fair with such cases.

We all accept that if we are proven to have broken this Code of Conduct we are subject to disciplinary sanctions including termination of our employment at site or with the employer in accordance with laws and regulations of (project Country).

(Signed by Management/contractor and Workers Representatives)