

**COMSATS Institute of Information Technology
(CIIT)**

**REPAIR OF CLASSROOM WOODEN CHAIRS (REPAIR, POLISH,
POSHISH) AT CIIT SAHIWAL**



Tender Documents

General conditions of contract

July 2018

Issued to : _____

Stamp & signature of client

Stamp & signature of contractor

General Conditions of the Contract

- 1.1- Tenders along with all the relevant documents shall be submitted in a sealed envelope, bearing the name of the work on top and the name of the tenderer at the bottom on left side.
- 1.2- The bidder or his representatives are advised to inspect the site of work before submission of bid.
- 1.3- All entries in the tender documents shall be made with ink without any erasure, cutting and overwriting. In case of unavoidable reasons all cuttings and overwriting shall be duly signed by the tenderer.
- 1.4- All item rates shall be written both in figures and words. Similarly, the bid price shall also be written clearly in figures as well as in words.
- 1.5- The tender rates should be inclusive of all taxes and duties, payable to Government or local bodies and COMSATS Institute of Information Technology, will not entertain any claim on this account
- 1.6- "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions therefrom, as may be made under the provisions hereinafter contained and remedying of any defects therein in accordance with the provisions of the Contract.
- 1.7- "Schedule of Prices" means the completed and priced Schedule of Prices, or any part or individual schedule thereof, submitted by the Contractor with his Tender or revised and mutually agreed and forming a part of the Contract documents.

- 1.8- It must be clearly understood by the contractor that no claim on account of market fluctuation will be entertained during the currency of this contract for any item of work included in the bill of quantities attached to the Agreement. In other words it may be clearly understood that no request for escalation of rates will be entertained.
- 1.9- Earnest money equivalent to 2% of the bid price must be submitted in form of pay order or bank draft from the scheduled bank of Pakistan in the favour of COMSATS Institute of Information Technology, Sahiwal.
- 1.10- Once COMSATS Institute of Information Technology (CIIT) finalizes the award of contract, the pay order/bank draft submitted by unsuccessful bidders will be returned to them.
- 1.11- Conditional tender will not be accepted.
- 1.12- COMSATS Institute of Information Technology (CIIT) reserves the right to reject any or all tenders or to accept any tender without assigning any reason and is not bound to accept the lowest tender.
- 1.13- The successful tender will have to execute a contract agreement / work order with the CIIT, on stamp paper.
- 1.14- The contractor shall mobilize and arrange all materials, labour, T&P etc. immediately on award of work and signing of Contract Agreement.
- 1.15- The Contractor shall provide a Performance Security in the prescribed Form annexed to this Document. The said security shall be furnished by the contractor within 15-days after the receipt of Letter of Acceptance. The Performance Security shall be of an amount equal to ten percent (10%) of the total Contract Price in the

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currency of the Contract in the form of Bank Guarantee from any scheduled Bank in Pakistan.

- 1.16- The Performance Security shall be binding irrespective of variations and changes in the quantities of the works or extensions in completion time of the Works, which are granted or agreed upon under the provisions of the Contract.
- 1.17- Retention money / security deposit @ 10% of the total work done shall be deducted at the time of making payments to the contractor. This amount shall be refunded to the contractor, three months after the date of completion of the project.
- 1.18- Quoted rates shall remain valid till the work is completed.
- 1.19- The scope of work may be increased or decreased by the CIIT. No claim on this account shall be entertained.
- 1.20- The contractor shall, in accordance with the Contract, with due care and diligence, complete the Works and / or test and commission the Plant /Works within the time for completion. The contractor shall also provide all necessary Contractor's Equipment, Superintendence, labour all necessary facilities required for work(s).
- 1.21- If the progress of work is found not commensurate with the stipulated contract period, the contractor shall be liable to pay as compensation an amount equal to 0.05% percent of the contract price for each day of delay subject to a maximum compensation / penalty equal to ten percent (10%) of the contract price.

- 1.22- Time shall be deemed as essence of the contract. In case of failure of the contractor to complete the work in time or in case of his abandonment of the work without any cogent reason, his contract shall be rescinded and his retention money /security deposit forfeited.
- 1.23- In case the contractor desires an extension of contract period, he shall have to justify and elaborate the grounds for the same well in time while submitting his request /application. The decision of the CIIT shall be final and binding in this respect.
- 1.24- The contractor shall not sub-let /assign contract or any part of work to another party. In case of sub-letting, the contract shall be rescinded forthwith and all dues payable to him forfeited without any prejudice.
- 1.25- In case of dispute, the matter shall be referred to the Rector, COMSATS Institute of Information Technology (CIIT), Islamabad whose decision shall be final and binding upon both parties.
- 1.26- The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.
- 1.27- If either Party is temporarily unable by reason of Force Majeure or the laws or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such

obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

Special Conditions

- 2.1- The Contractor shall be responsible for making his own arrangements for the adequate supply of electricity, water and gas required for the effective performance of his obligations under the Contract.
- 2.2- The work shall be measured for the units mentioned in the Schedule of Prices according to the Contract as determined by the Engineer from approved drawings, Specifications and Contract Documents.
- 2.3- After the Defects Liability Certificate has been issued, the Contractor and the Employer shall remain liable for the fulfillment of any obligation, which remains unperformed at that time. For the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force.
- 2.4- If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Employer or his representative, too slow to comply with the Time for Completion, the Employer or his representative shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Employer or his representative, to expedite progress so as to comply with the Time for Completion. The Contractor shall not be entitled to any additional

payment for taking such steps. If, as a result of any notice given by the Employer or his representative under this Clause, the Contractor considers that it is necessary to do any work at night or on locally recognized days of rest, he shall be entitled to seek the consent of the Employer or his representative so to do. Provided that if any steps, taken by the Contractor in meeting his obligations under this Clause, involve the Employer in additional supervision costs, such costs shall, after due consultation with the Employer and the Contractor, be determined by the Engineer Incharge and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any moneys due or to become due to the Contractor and the Engineer Incharge shall notify the Contractor accordingly, with a copy to the Employer.

- 2.5- If at any time any payment would fall due for Works or portion of Works and, if there shall be any defect in portion of such Works in respect of which such payment is proposed, the Employer may retain the whole or any portion of such payment. Any sum retained by the Employer pursuant to the provisions of this Clause shall be paid to the Contractor after the said defect is removed.
- 2.6- In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by drawing(s) of a later date regardless of scale. All drawings and specifications shall be interpreted in conformity with the Agreement and these conditions.
- 2.7- In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the safety requirements of the Government of Pakistan with such modifications thereto as the Engineer may

authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

2.8- If in the opinion of the Engineer Incharge an emergency occurs affecting the safety of life or the work^s or of adjoining property, the Engineer Incharge may, without recourse to provisions of Clause 2.9 below and without relieving the Contractor of any of his duties and responsibilities under the Contract instruct the Contractor to execute all such work or do all such things as may, in the opinion of the Engineer Incharge, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction(s) of the Engineer.

2.9- The Engineer Incharge shall inform the Employer within reasonable time the nature of emergency and the results thereof with supporting documents, which shall form the basis for Variation(s) with the consent of the Employer.

2.10- The Contractor shall report to the Engineer Incharge 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 Engineer Incharge immediately by the quickest available means.

2.11-

1. Amount of earnest money.

2 % (two percent) of the bid price.

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2.	Form of earnest money	Either a pay order or bank draft from a schedule bank in favour of the CIIT
3.	Earnest Money	<p>a) <u>Successful Tenderer</u> To be retained as part of retention money</p> <p>b) <u>Unsuccessful tenderes</u> To be returned on signing the agreement by the CIIT with successful tenderer but not later than 30 days from the date of opening of tenders.</p>
4.	Time of commencement of work.	Within 07 (seven) days of the client's order to commence the work.
5.	Time of completion of works	30-days
6.	Period of maintenance	03 (Three) months from the date of final completion of work
7.	Amount of Liquidated damages for non-completion of works within stipulated time.	0.05% per day of sum stated in the letter of acceptance.
8.	Limit of Liquidated damages	Upto a maximum of 10% (Ten Percent) of sum stated in the letter of acceptance.
9.	Retention Money	10% (Ten Percent) of verified amount of running bills/interim payments made to the contractor
10.	Limit of retention money	10% (Ten percent) of the contract price.
11.	Release of retention money	Three (03) month after completion of works.

Specification: -

The work shall be executed under the direction of the Engineer Incharge, and for all items of work, Pak PWD specification shall be followed in letter and spirit.

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Mode of payment: -

All payments shall be made on the basis of physical measurement of each item of work as per unit rates quoted by the contractor and approved by the Employer for the respective items in the "Bill of Quantities"

Recoveries: -

1. Retention Money 10% on every running bill, which will be released after three (03) month after the date of completion.
2. Income Tax 10% on every running bill

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BILL OF QUANTITIES

Sr.#	Description	Quantity	Unit	Rate	Amount
1.	Repair of wooden classrooms chairs including all kind of repairs, polish and poshish complete in all respect as per sample and as approved by the Engineer Incharge.	300-No	Each		

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On Stamp Paper worth Rs. 100/-)

**FORM OF PERFORMANCE SECURITY
(Bank Guarantee)**

Guarantee No. _____
Executed on _____
Expiry date _____

Letter by the Guarantor to the Employer
Name of Guarantor (Bank) with address: _____
Name of Principal (Contractor) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____ (Name of Project) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 30, Defects After Taking Over, of Conditions of Contract are fulfilled. Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee. We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the

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Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness

1. _____
Corporate Secretary (Seal)

2. _____
(Name, Title & Address)
(Seal)

Guarantor (Bank)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the ____ day of _____ 200 ____ between _____ (hereinafter called the "Employer") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid alongwith Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices;
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

Stamp & signature of client

Stamp & signature of contractor