COMSATS Institute of Information Technology (CIIT), Chak Shahzad, Islamabad

Construction of Workshop Building at COMSATS Institute of Information Technology (CIIT) Campus, Chak Shahzad
Islamabad

TENDER DOCUMENT

Tender Fee: Rs. 5,000/- (Non-refundable)

General and Special Conditions of Contract

Bill of Quantities - Specifications

December, 2012 - March, 2013

Issued to: M/S Sameer International

Stamp & Signature of Client

Stamp & Signature of Contracted Firm: SAMEER INTERNATIONAL

Engineering, Construction & General Order Solicitor
Office # 2, 87 West Fazal-e-Haq Road, Blue Area, Islamabad Tel: 051-2821734
GENERAL CONDITIONS OF THE CONTRACT

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.

2. The bidder or his representatives are advised to inspect the site of work before submission of bid.

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.

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.

5. The tender rates should be inclusive of all taxes and duties, payable to Government or local bodies and COMSAT'S Institute of Information Technology, will not entertain any claim on this account.

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.

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.

8. It must be clearly understood by the contractor that no claim on account of market fluctuations 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.

9. Earnest money equivalent to 2% of the bid price must be submitted in the form of pay order or bank draft from a Schedule Bank of Pakistan in the favour of COMSAT'S Institute of Information Technology (CIIT), Islamabad.
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.

11. Conditional tender will not be accepted.

12. COMSATS Institute of Information Technology (CIIT) reserves the right to accept or reject part or whole of the tender any time prior to the acceptance of a proposal. The unsuccessful Contractor(s) participating in the tender shall be informed the reason(s) for the rejection of their proposal; however CIIT shall not be liable to justify those reasons.

13. The successful tender will have to execute a contract agreement/work order with the CIIT, on stamp paper.

14. The Contractor shall mobilize and arrange all materials, labour, T&P etc. immediately on award of work and signing of Contract Agreement.

15. Retention money/security deposit @10% of the total work done shall be deducted at the time of making payments to the Contractor. 50% of this amount shall be refunded to the Contractor on substantial completion of works and the balance retention money will be released after successful completion of defects liability period.

16. Quoted rates shall remain valid till the work is completed.

17. The scope of work may be increased or decreased by the CIIT. No claim on this account shall be entertained.

18. 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).

19. 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 one tenth of 1% (0.10%) of the contract price for each day of delay subject to a maximum compensation/penalty equal to ten percent (10%) of the contract price.
20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.
27. 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.

28. 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.

29. 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.

30. 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.

31. 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.
32. 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.

33. If in the opinion of the Engineer Incharge an emergency occurs affecting the safety of life or the works 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.

34. 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.

35. 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.

**SPECIAL CONDITIONS**

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| 3. | Earnest money. | **a) Successful Tenderer**  
To be released to the successful contractor when the amount retained in running bills as retention money exceeds the amount of earnest money.  
**b) Unsuccessful Tenderers**  
To be returned on signing the Agreement by the CIIT with successful tenderer. |

[Stamp & Signature of Client]