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APPENDIX-I TO SPECIAL PROVISIONS

List of Approved Manufacturers/ Materials

1 to 6

Stereo I.B No. 386 (revised)

Agreement No. _____

Stereo I.B No. 389 (revised)

Stereo I.B No. 28(revised)

Stereo I.B No. 29(revised)

GOVERNMENT OF THE PUNJAB

GC UNIVERSITY FAISALABAD.

ITEM RATE TENDER & CONTRACT FOR WORKS

- | | |
|---------------------------------------|--|
| 1. Name of work | Construction of 3-Bed Apartment Building |
| 2. Estimated Cost | Rs. 100 Million |
| 3. Time for completion | Nine Months |
| 4. Amount of earnest money | 2% of the Tendered Cost |
| 5. Issued to | -----
----- |
| 6. Pre-Tender conference | To be intimated later on by the Project Director |
| 7. Dead Line for submission of Tender | ----- at 11:00 A.M |
| 8. Opening of Tender | ----- at 11:30 A.M |
| 9. Issued by | Project Director, GC University, Faisalabad |

Signature:-----

Date : -----

OFFICE STAMP

Note: The officer opening the tender shall reject the tender which does not bear the stamp and signature of the issuing official and which is not submitted by the same contractor to whom the tender form was issued.

Contractor

Project Director GCU, FSD

GENERAL DIRECTIONS FOR THE GUIDANCE OF THE TENDERER

1. These directions are provided to assist the tenderer in preparing and submitting his tender. The tender shall contain all information and data required to be furnished and shall be prepared and submitted in accordance with the instructions set forth herein.
2. All necessary documents, such as copies of specifications (excluding standard specification books), contract documents, including bill of quantities, estimated MRS rates and any other documents required in connection with the preparation of tender or execution of works, signed by the [Project Director](#) will accompany the tender form and the cost of such annexed documents will be reflected in the cost of the tender form.
3. The tenderer will not be reimbursed for any costs of any kind, whatsoever, incurred in connection with the preparation and submission of his tender.
4. No single tender shall include more than one work. A tenderer who wishes to tender for two or more works shall submit tender for each work, separately.
5. The memorandum of work tendered for, and the schedule of materials and equipment to be supplied by the [Project Director](#) and the rates at which they are to be charged for (annexed hereto) shall be filled in the office of the [Project Director](#) before the tender form is issued. At this stage the tenderer should ensure that the tender form so issued is complete in all respects.
6. The tenderer shall note that the ultimate responsibility for the quality of work and its conformity with the specifications and drawings rests solely with the successful bidder whose tender is accepted.
7. The tenderer shall, at his own expense, inspect and examine the site and surroundings and obtain for himself, on his own responsibility, all information that may be necessary for preparing the tender and entering into contract, and shall determine and satisfy himself by such means as he may consider necessary or desirable as to all matters pertaining to the tender. The tenderer shall also satisfy himself before submitting his tender as to the nature of grounds, hydrological and climatic conditions, the form and nature of the site, the nature and lay out of the terrain, the availability of labour, water, electric power and transportation facilities in the area. The tenderer shall specially investigate into the sources of materials to be used for the works and satisfy himself about the quality and quantities of materials available for the completion of the work and the means of access to the site, the accommodation he may require and, in general, shall himself obtain all necessary information, as to the risks, contingencies and other circumstances which may influence or affect his tender.

The [Project Director](#) shall not assume any responsibility regarding information gathered interpretation or deduction, which the tenderer may arrive at, from the date that may be furnished with the contract documents.

8. (a) The tenderer shall fill up the [bid schedule](#) and indicate the percentage rate above or below the schedule of rates for the “Schedule items” on which amount he is willing to undertake each item of work.

(b) In case tenders are called on item rate basis, the tenderer shall quote his own unit rate in the [bid schedule](#) on which he is willing to undertake each item of work.

9. (i) The tenderer shall work out the amount against each item of work in the [bid schedule](#) and will indicate the total amount of his tender (including the cost of non-scheduled/ items rates for which the rate and amount has already been filled in the bid schedule) on which he is willing to complete the works. The total amount worked out in the bid schedule shall be entered by the tenderer in his tender as his tender price for the work. In case of discrepancy between amounts in figures and in words, the amount in words shall prevail.

(ii) Should any discrepancy be found in the amount of pay items or if a column of amount is found blank after filling in a unit rate, the unit rate filled by the tenderer will be extended in working out of the amount of the tender and the total amount of the [bid schedule](#) will be adjusted accordingly.

(iii) If a unit rate is left blank, but the amount against the item is filled, the unit rate will be worked out on the basis of the amount divided by the quantity of the item shown in the bid schedule.

(iv) If it is found that the tenderer has not entered any unit rate and amount against any of the pay items of the [bid schedule](#), then such blanks shall be filled in by noting the word “NIL” at the time of opening of the tender. Such pay items shall be deemed to be covered by the rates of other items.

(v) If the tenderer does not accept the adjusted/corrected amount of tender according to the above provisions, his tender shall be rejected and the earnest money forfeited.
10. The tender that proposes any alteration in the works specified in the [bid schedule](#) or in the time allowed for carrying out the works or in any other condition mentioned by the [Project Director](#), will be liable to rejection. The tenderer shall sign each and every page of the tender and contract documents, without making any alteration. All enclosures issued with the contract documents, shall be attached with the tender duly signed by the tenderer. Any addition or alteration made after filing the forms shall be duly attested by the tenderer. Non-compliance of this condition shall render the tender liable to rejection.
11. The tenderer shall fill in the tender documents, in ink. Errors, if any, shall be scored out, and corrections re-written legibly and attested by the tenderer. Any addition or alteration made after filling the form shall be duly attested by the tenderer. Non-compliance of this condition shall render the tender liable to rejection. Any tender with unattested correction shall be attested by the tenderer in the presence of other tenderers at the time of opening of the tender except that no correction shall be permissible in the rate or amount of the [bid schedule](#) or in the tendered price after the opening of the tender.
12. Additional Clause(s) for a particular work shall be typed on separate sheet(s) by the [Project Director](#), which will be annexed to the contract documents specifying the number of sheet(s). The tenderer shall not add or delete any additional clause(s) in the additional clauses sheet(s), provided by the [Project Director](#).
13. The quantities mentioned in the [bid schedule](#) are estimated quantities, to be used for preparing tenders, and the [Project Director](#) does not expressly nor by implication agree that the actual amount of works to be performed will correspond therewith. No payment will be made on account of anticipated profits for work covered by the contract which is not performed, nor will any adjustment in the unit rates set forth in the [bid schedule](#) be made because of an increase or decrease in the actual quantities from the estimated quantities indicated therein, except as determined in accordance with the provisions of Clause 42 of the general conditions of contract.

14. No tender without earnest money shall be entertained. Earnest money, calculated @ 2% of the estimated cost of the work (rounded suitably), shall be in the form of 'deposit at call receipt'. The earnest money of unsuccessful tenderers shall normally be returned by the [Project Director](#) within a week of opening of the tenders and in any case not later than thirty (30) days following the date set for opening of tenders except in cases where the tenders are to be accepted by the [Vice Chancellor GC University, Faisalabad](#), in those cases the earnest money of only three lowest bidders will be retained and returned to the unsuccessful bidders not later than sixty (60) days of opening of the tenders. In the event of the tender being accepted, or receipt for the earnest money forwarded therewith, shall thereupon be given to the tenderer. The earnest money of the successful tenderer on execution of the award of particular work will be adjusted towards the amount of security deposit to be retained from the first amount(s) payable to the contractor under the contract.
15. The successful tenderer will be required to enter into a contract, furnish the performance security (wherever required) and to commence the work within the time specified in the memorandum of work. Should the successful tenderer refuse or fail for any reason to enter into contract, or to furnish the performance security or to commence the work within the time specified in the memorandum of work, it should constitute a just cause for the annulment of the award and in the event of such annulment, the entire earnest money shall be forfeited to the [Vice Chancellor GC University, Faisalabad](#), as compensation for such default.
16. (i) The tender shall be signed by the person(s) duly authorized to do so. In the event of the tender being submitted by a firm, it shall be signed separately by each member thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Partnership Act, 1932, or any other law in force.

(ii) The tender submitted by a joint venture of two or more firms shall be accompanied by a document of formation of the joint venture, duly registered and authenticated by the competent court and therein stated precisely, the conditions under which it shall function, its period of validity, the person(s) authorized to represent it and accept it obligate, the participation of several firms forming the joint venture and any other information necessary to permit a full appraisal of its functions.

(iii) A tender submitted by a corporation must bear the seal of the corporation and be attested by its Secretary.

(iv) In all cases, the tender must be signed by an individual(s) having powers to legally bind the firm, joint venture, corporation or companies on whose behalf they are signing.
17. Each tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender and of the rates and prices stated in the [bid schedule](#) which rates and prices shall, except insofar as it is otherwise expressly provided in the contract, cover all obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.
18. The tenderer may modify or withdraw his tender after submission, provided that the modification or notice of withdrawal is received in writing by the [Project Director](#) prior to the prescribed deadline for submission of tenders. The tenderer's modification or notice of withdrawal shall be prepared, sealed, marked and delivered, with the inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate. No tender may be modified subsequent to the deadline for submission of tenders. Withdrawal of a tender during the interval between the deadline for submission of tenders and the expiration of the period of tender validity i.e. sixty (60) days as specified by the tenderer

in the Form of Tender may result in the forfeiture of the tender security.

19. The tenderer shall submit the original Tender Documents complete in all respects and keep a copy of the tender for his own record. The original should be sealed in an inner and an outer envelope, duly marking the envelopes as “**ORIGINAL**”. The inner and outer envelopes shall: (a) be addressed to (Project Director) (b) and bear the following identification: Tender for (Name of Contract), (Reference Number of Tender), and the words “**DO NOT OPEN BEFORE** (Time and Date, set for opening)”. The inner envelopes shall indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared to have been received late or is otherwise unacceptable. If the outer envelope is not sealed and marked as instructed above, the Project Director will assume no responsibility for the misplacement or premature opening of the tender submitted. A tender opened prematurely because of improper identification will be rejected.
 20. The tenderer shall indicate in the space provided in the tender his full and proper address at which notice may be legally served on him and to which all correspondence in connection with his tender and the contract is to be sent.
 21. The presentation of a tender implies full acceptance on the part of the tenderer of these instructions and all other conditions set forth in the contract document.
 22. Any tender received by the Project Director, after the deadline for submission of tenders prescribed in the Notice Inviting Tenders will be returned unopened to the tenderer.
 23. The Project Director in the presence of Consultants will open tenders in the presence of intending tenderers or their authorized agents, who choose to be present at the time of tender opening. The officer opening the tender will announce the names of the tenderer, tender rates and the presence of requisite tender security.
 24. Promptly after the opening of Tenders, the Project Director will undertake a detailed evaluation of tenders. The Consultants will determine whether each tender is substantially responsive to the requirements of the tender documents and conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the Project Director and may not subsequently be made responsive by the tenderer having corrected or withdrawn the non-confirming deviation or reservation.
 25. Except for information to be read out by the Project Director at the time of opening tenders in accordance with Para 23 above, no information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract shall be disclosed to tenderers or other persons not officially concerned with such process. Any effort by a tenderer to influence the process of examination, clarification, evaluation and comparison of tenders, and in decisions concerning award of contract, may result in the rejection of his tender.
 26. To assist in the examination, evaluation and comparison of tenders, the Project Director may ask tenderers individually for clarification of their tenders, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the Consultants during the evaluation of the tender.
- 26 (A) In case the total tendered amount is less than 5% of the approved estimated (DNIT) amount, the lowest bidder will have to deposit additional performance security from the Contractor
- Project Director GCU, FSD

Scheduled Bank ranging from 5% to 10% as under, within 15 days of issuance of notice or within expiry period of bid, whichever is earlier.

TOTAL TENDERED AMOUNT BELOW CORRESPONDING ESTIMATED COST.	ADDITIONAL PERFORMANCE SECURITY.
5%	5%
6%	6%
7%	7%
8%	8%
9%	9%
10%	10%

27. The **Project Director** shall have the right of rejecting all or any of the tenders without assigning any reason thereof. The **Project Director** will not be bound to award the contract to the lowest or to any other tenderer.
28. The unit rates and prices entered in the **bid schedule** will be the rates at which the contractor will be paid (subject to the adjustment specified in clause 55 of the annexed conditions) and shall be deemed to include all costs of performing the work, including income tax, super tax and/or other charges, duties and taxes of the Government, autonomous, semi-autonomous and local bodies, profits and costs of accepting the general risk, liabilities and obligations set forth in or implied from the contract.
29. Prior to the expiration of the period of tender validity (60 days) prescribed in the Tender Form or any extension thereof that may have been granted by the tenderer, the **Project Director** will notify the successful tenderer by **facsimile** and confirm in writing by registered letter that his tender has been accepted. This letter of acceptance shall name the sum which will be paid in consideration of the execution, completion and maintenance of the works as prescribed in the contract, (hereinafter called the Contract Price). The notification of award will constitute the formation of the contract.
30. At the time, the **Project Director** notifies acceptance of the tender to the tenderer he will send the tenderer the Form of Agreement provided in the tender documents, incorporating all agreements between the parties. Within fifteen (15) days of receipt of the Form of Agreement, the successful tenderer shall furnish the performance security (10% of the Contract Price) and sign the contract in the presence of the **Project Director**.
31. After the successful tenderer has signed the contract **and has** furnished **the requisite** performance security the **Project Director** will notify to the un-successful tenderers that they were unsuccessful.
32. The completion period will be reckoned from the date of delivering the award or the handing over of the site to the contractor, whichever is later.
33. A copy of the contract agreement may be obtained by the contractor at his own cost.

TENDER FOR WORK

To,

Dear Sir,

I/We.....
(Name of the contractor)

the undersigned tenderer, having examined the conditions of contract, specification, drawing [bid schedule](#) and addenda Nos. thereto, for the work of
.....
(Name of the work)

and the works associated therewith, and having examined the site of the above named works, or having caused the site to be visited on our behalf by my/our competent and reliable agent, and having satisfied myself/ourselves as to all conditions under which the above named work must be performed, hereby offer to execute, complete and maintain the whole of the above mentioned work including its ancillary works associated therewith, in accordance with the said contract documents, including the addenda indicated above, at tender price of Rs.(Rupees.....)
or such other sums as may be ascertained in accordance with the said conditions of contract and the rates, and the prices set forth in the [bid schedule](#).

2. As security for the due performance of the undertaking and obligations of this tender, I/We submit herewith a deposit at call receipt No..... dated.....in the amount of Rs.....(Rupees.....) from the..... BankBranch.....drawn in your favour or made payable to you as earnest money, the full value of which will be absolutely forfeited to [Vice Chancellor GC University, Faisalabad](#), without prejudice to any other rights or remedies of the [said Vice Chancellor GC University, Faisalabad](#), should I/We withdraw or modify the tender within its validity period of sixty (60) days, following the date of receipt of tender.

3. I/We understand that if my/our tender is accepted, the full value of the earnest money as attached with the tender shall be detained by [said Vice Chancellor GC University, Faisalabad](#) towards the amount of security deposit specified in clause 48 of the said conditions of contract and item (d) of the Memorandum of work.

4. Should this tender be accepted by you, I/We hereby undertake: -

- (a) to sign all the necessary documents for entering into a contract agreement in the form set out in the contract documents within fifteen (15) days following your notification of such acceptance.
- (b) to commence the work within the stipulated time named in item (f) of memorandum hereto annexed following the date of issuance of your order to proceed with or the handing over of the site, whichever is later and in the event of my/our failure to do so, the entire amount of earnest money deposited by me/us for which deposit at a call receipt is enclosed herewith is to be absolutely forfeited to the [above said Vice Chancellor GC University, Faisalabad](#). On the commencement of the work, I/We hereby also agree to abide by and fulfill all the terms or provisions of the said conditions of the contract annexed hereto so far as applicable and in default thereof, to forfeit and pay to the [said Vice Chancellor GC University, Faisalabad](#) the sums of money mentioned in the said conditions.

Contractor

Project Director GCU, FSD

- (c) to complete and deliver the whole of the work comprised in the contract within the time stipulated in item No. (g) of the Memorandum hereto annexed, subject to such extension in the time limit as may be granted under the conditions of contract.
 - (d) the furnishing of performance security under item (h) of the memorandum annexed hereto, in the sum equal to 10 (ten) percent of the cost of the work in the same form and on the same conditions as are prescribed by and to the satisfaction of the [Project Director](#).
5. I/We also agree that when materials and/or equipment for the work are provided by the [Vice Chancellor GC University, Faisalabad](#), the rates to be paid for them shall be as provided in Appendices annexed hereto.
6. I/We agree to abide by this tender for the period of sixty (60) days following the date set for receiving of tenders and it shall remain binding upon me/us and may be accepted by you at any time before the expiration of that period.
7. Unless and until a formal agreement is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us, and shall be deemed [effective](#) for all purposes of the contract agreement.
8. I/We understand that you are not bound to accept the lowest or any tender you may receive, and that you will not defray any expenses incurred by me/us in tendering.

Thanking you,

Yours faithfully,

(Signature of tenderer)

Dated thisday
of20.....

Name
*Address
.....

The above tender is hereby accepted by me on behalf of [Vice Chancellor GC University, Faisalabad](#).

(Signature of [Project Director/ Project Director's Representative](#))

*In case the above address is changed, the contractor will immediately notify in writing to the [Project Director/ Project Director's Representative](#) his new address.

MEMORANDUM OF WORK

- (a) General Description: The works envisaged for implementation under this Tender shall be for Constructing the Three Bed Apartment at GC University Faisalabad. The proposed facility shall include works related to all engineering disciplines vide featuring the following construction components:-
- Building Works**
- | | |
|-------------------------------|-------|
| Ground Floor | |
| 1 st Floor | |
| 2 nd Floor | |
| 3 rd Floor(Mummty) | |
| Total Covered Area | _____ |
- External Development Works**
- Construction of Roads& Walkways
 - Laying of Water Supply & Sewerage Network etc.
- (b) Estimated cost |
- (c) Amount of earnest money to accompany the tender.(to be furnished by the tenderer in the shape of 'deposit-at-call' from a scheduled Bank of Pakistan) **2% of estimated Cost**
- (d) Percentage of security deposit to be retained from the bills.
- (i) on the amount of work done up to Rs. 5 million Ten (10) percent
- (ii) on the amount of work done beyond Rs. 5 million Five (5) percent.
- (e) Minimum amount of interim running bills **Rs. 5,000,000/- Each Block (Rupees Five million only)**
- (f) Mobilization period Ten (10) calendar days
- (g) Time allowed for completing the work after the expiry of mobilization period **Nine Months**
- (h) Amount of Performance Security in the form of Bank Guarantee (See Contract Conditions Clause 7 and General Direction 26(a) Five (05) percent of the accepted tender price in the case of tenders with cost exceeding Rs. 50 millions and as per General condition 26(a) for all tenders.
- (i) Period of maintenance (after the Date of Issuance of Certificate of Completion). **Three hundred and sixty five (365) calendar days**

BID SCHEDULE

(Included in the Tender Documents as “Vol. III”)

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATIONS

Definitions Clause I: In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- 1) “*Agent*” means the person appointed by the contractor to act on his behalf in his absence;
- 2) “*Certificate of completion*” means the certificate of completion given by the [Project Director](#) pursuant to clause-40 of these [conditions](#);
- 3) “*Contract*” means the contract agreement; the documents set out therein and include the conditions of contract, the tender and acceptance thereof, the forms, technical specifications, special provisions, the drawings, the bid schedule.
- 4) “*Contractor*” means the person or persons, firm or company whose tender has been accepted by the [Project Director](#), and shall include the contractor’s duly authorized representative, successors and assigns;
- 5) “*Contract price*” means the sum named in the tender, subject to such addition thereto or deductions there-from, as may be made under the provisions of the contract;
- 6) “*Constructional Plant*” means all appliances, or things required in or about the execution, completion, or maintenance of the works or temporary works, but does not include the materials or other things intended to form or forming part of permanent or temporary works;
- 7) “*Drawing*” means the drawing(s) referred to in the contract documents and any modifications of such drawing(s) as may from time to time be furnished or approved in writing by the [Project Director](#).
- 8) “*Consultants*” means the [Architect/Engineering Designer or his assign or any other competent person appointed by the Project Director](#).
- 9) “*Government*” means the [Government of the Punjab](#).
- 10) “*Period of maintenance*” means the period during which the contractor is obliged to guarantee the work or defined portions of work against defect and during which he is obliged to perform any maintenance procedure that may be specified by the [Consultants](#) and shall be calculated from the date of the certificate of completion given by the [Consultants](#) in accordance with clause 40 hereof or in the event of more than one certificate having been issued by the [Consultants](#) under the said clause from the respective dates so certified.
- 11) “*Maintenance*” means the repairs, amendment, reconstruction and includes the rectification of defects, imperfections, shrinkages and other faults except fair wear and tear as may be required of the contractor in writing by the [Consultants](#) during the period of maintenance;
- 12) “*Programme of work*” means the programme of work submitted by the contractor and approved by the [Consultants](#) and includes an amendment thereto made from time to time and approved by the [Consultants](#);
- 13) “*Schedule of Rates*” is synonymous with “*MRS Rates*” and which shall be the rates as placed on the website on 1st Bi-Annual 2021 district Faisalabad basis by the [Government of the Punjab](#).

- 14) “*Site*” means the lands and other places on, at, over, under, in or through which the works are to be executed or carried out in pursuance of the contract or any adjacent land, or path or street, which may be allotted or used for the purpose of carrying out the contract or any lands or places provided by the [Project Director](#) for the purpose of the contract together with such other places as may be specifically designated in or pursuant to the contract as forming part of the site;
- 15) “*Specifications*” means the specification referred to the tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the [Consultants](#);
- 16) “*Temporary Works*” means all temporary works of every kind required in or about the construction, completion or maintenance of the work;
- 17) “*Works*” means the works to be executed in accordance with the contract and includes any permanent works as required for the performance of the contract;
- 18) “*Project Director*” means “*Engineer Incharge* ”[represented by Vice Chancellor GC University, Faisalabad](#)
- 19) “*Authority*” means “*Vice Chancellor GC University, Faisalabad*”;
- 20) The word “*Bid Schedule*” is synonymous with “*Bill of Quantities*”.

Marginal headings for information only.

Clause 2: The marginal headings, the words, notes, titles and phrases used in these general conditions and documents attached hereto, are strictly for information and directions of the reader with regard to the contents of the said documents and shall by no means be invoked for interpretation of the said clauses nor shall they be deemed to be part thereof or be taken into consideration in the interpretation thereof or of the contract.

Terms to include designations of corresponding posts.

Clause 3:[Not used](#)

CONTRACT DOCUMENTS

Documents mutually explanatory.

Clause 4: Except if and to the extent otherwise provided by the contract, the conditions of contract and additional conditions annexed hereto shall prevail over those of any other document forming part of the contract. Subject to the foregoing, the several documents forming the contract are to be taken a mutually explanatory of one another but in case of any error, omission, ambiguity or discrepancy is found between these documents, the same shall be reported to the [Project Director](#) who shall correct such error or omission or explain and adjust the ambiguity or discrepancy, as the case may be, and shall thereupon issue to the contractor instructions directing in what manner the work is to be carried out. Provided always that if in the opinion of the [Project Director](#) compliance with any such instructions shall involve the contractor in any expenses which by reason of any such error, omission, ambiguity or discrepancy, the contractor did not have reasons not to anticipate the [Project Director](#) shall pay such additional sums as he shall certify to be reasonable to cover such expenses, provided further that any work done by the contractor, which perpetuates or adds to any error, omission, ambiguity or discrepancy, already discovered and pointed out, shall be considered to have been done at the contractor’s own risk.

Custody of drawings

Clause 5: (1) The drawings shall remain in the sole custody of the [Project Director](#) but two sets of the detailed or working drawings will be obtained by

Contractor

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the contractor free of cost from the [Project Director](#) after acceptance of his tender. The contractor shall provide and make at his own expense any further copies required by him. On the completion of the contract, the contractor shall return to the [Project Director](#) all drawings provided to him under the contract.

Classified drawings.

(2) If so instructed, the contractor shall undertake not to disclose details of classified drawings, other than to men in his employ, and will give an undertaking to the [Project Director](#) that these drawings are not replicated or passed on to others or used by any other agency/person.

One copy of drawings to be kept at site

(3) One copy of the drawings furnished to the contractor as aforesaid shall be kept by the contractor at site and the same shall at all reasonable times also be made available for inspection and use by the [Project Director](#) or by [Consultants](#), or by any other person authorized by the [Project Director](#) in writing.

Further drawings and instructions.

(4) The [Project Director](#) shall supply to the contractor, from time to time during the progress of the works, such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works, and the contractor shall carry out and be bound by the same. The contractor shall give adequate notice in writing, to the [Project Director](#) of any such further drawing and instructions that the contractor may require for execution of works or otherwise under the contract.

GENERAL OBLIGATIONS

Contract Agreement

Clause 6: The contractor shall, when called upon so to do by the [Project Director](#) enter into and execute a contract agreement in the form annexed.

Performance security

Clause 7: The contractor shall (a) within 15 days of the receipt by him of the notification of the acceptance of his tender furnish to the [Project Director](#) in cash, bank draft, cashier's cheque or payment order or Bank Guarantee from the Bank of Punjab or any scheduled Bank of Pakistan for the amount to make up the full performance security where required and specified in the tender, and/or (b) permit the [Project Director](#) at the time of making any payment to him for work done under the contract to deduct such sum as specified in item (h) of memorandum and moneys or deductions so paid or made shall be held as additional security deposit. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his performance security reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or other securities as aforesaid any sum or sums which may have been deducted from, or raised by sale of performance security or any part thereof.

If the amount of the performance security is not furnished within the period specified at (a) above the tender already accepted shall be considered as cancelled and the tender security will be confiscated by the [Project Director](#). The performance security deposit lodged by a contractor or (in cash or/other form or retained in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is accepted, or along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Program of work to be furnished, if so required by [Project Director](#)

Clause 8: (1) The contractor shall if so required by the [Project Director](#) submit in writing to the [Project Director](#) within the period specified by him for his

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approval, a program showing the order of procedure and the method in which he proposes to carry out the works. The time and progress chart shall be prepared in direct relation to the time period stated in item (g) of the memorandum hereto annexed for the completion of individual items thereof and the works as a whole. It shall indicate the forecast of the dates for commencement and completion of various trade processes or section of the works, and shall be amended as may be required by [agreement between the Project Director and the Contractor](#) within the limitation of time imposed in the contract documents.

(2) The contractor shall also, whenever required by the [Project Director](#) furnish for his information full particulars in writing of the organization and staff by which he proposes to direct and administer his performance of the contract and also such further information concerning the contractor's arrangements for the carrying out of the work and of the constructional plants or temporary works which the contractor intends to supply, use or construct, as the case may be.

(3) The submission to and approval by the [Project Director](#) of such program, or the furnishing of such particulars or information shall not relieve the contractor of any of his duties or responsibilities under the contract.

Action when
programme not
submitted in
time.

(4) In the event of the non-submission of the program or revised/amended program of work by the contractor for approval by the [Project Director](#) within the period specified by the [Project Director](#) the contractor shall be liable to pay as compensation an amount, equal to 0.25% per day or such smaller amount as the [Project Director](#) (whose decision in writing shall be final) may decide on the total tendered amount of the work, subject to a maximum of 2% of contract amount.

Setting out

Clause 9: The contractor shall be responsible for the true proper setting out of the works in relation to original points, lines and levels of reference given by the [Project Director](#) in writing, and for the correctness (subject as above mentioned) of the position, levels, dimensions and alignment of all parts of the work and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of work, 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 [Project Director](#), shall at his own expense, rectify such error to the satisfaction of the [Project Director](#) unless such an error is based on incorrect data, supplied in writing by the [Project Director](#) in which case the expenses of rectifying the same shall be borne by the [Project Director](#). The checking of any setting out or of any line or levels by the [Project Director](#) shall not in any way relieve the contractor of his responsibility for the correctness thereof, and the contractor of his responsibility for the correctness thereof, and the contractor shall carefully protect and preserve all points, marks, lines, levels, benchmarks, site-rails pegs, slope-stakes, batten-boards, stakes for location, and other things used in setting out the works.

Work to be
executed in
accordance with the
specifications,
drawings, orders,
etc.

Clause 10: The contractor shall execute whole and every part of the works in the most substantial and workman-like manner, and both as regards material and otherwise in every respect in strict accordance with the specifications. The work executed by the contractor shall also conform to the design(s) and/or drawings

and instructions in writing relating to the work signed by the [Project Director](#) and

lodged in his office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours. The contractor shall, if so required, be entitled at his own expenses

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to make or cause to be made copies of specifications, and all such designs, drawings and instructions as aforesaid.

Action where no specifications are provided

Clause 11: In the case of any class of work for which there is no such specification as is mentioned in Para 2 of the General Directions for the Guidance of the Tenderer annexed hereto, such work shall be carried out in accordance with the prescribed standard specifications, and in the event of there being no such specifications attached with the tender. If, however, there is no standard specification or specifications attached with the tender, the work shall be carried out, in all respects in accordance with the instructions and requirements of the [Project Director](#).

Works to be under directions of [Project Director](#)

Clause 12: All works to be executed under the contract shall be executed under the directions and subject to the approval, in all respects, of the [Project Director](#) who shall be entitled to direct [after consenting upon by the Project Director](#) that at what point or points and in what manner they are to be commenced and from time to time carried on.

Lighting at night work

Clause 13: (1) In the event of night work being carried on, the contractor shall provide and maintain such good and sufficient lights as will enable the work to proceed with satisfactorily and without danger. Similarly, the approach to the site and works where the night work is being carried out shall be efficiently lighted. All arrangements adopted for such lighting shall be to the satisfaction of the [Project Director](#).

Watching and lighting

(2) The contractor shall in connection with the works provide and maintain at his own cost all lights, warning lights, caution boards, attendants, guard fencing and watchmen, when and where necessary or required by the [Project Director](#), for the protection of the work or for the safety and convenience of the public or others.

Arrangements to safeguard danger to unfinished work.

Clause 14: The contractor is expected to make himself acquainted with the weather conditions, etc; and make his arrangements in such a manner that unfinished work is not in danger from storms, floods, etc. A claim by the Contractor for a loss caused by any such eventuality will not be entertained by the [Project Director](#).

Contractor to supply plant, ladders scaffoldings etc.

Clause 15: The contractor shall supply at his own cost all materials (except such materials, if any, as may in accordance with the contract be supplied from the [Project Director's](#) store) constructional plants, tools, appliances, implements, ladders, cordage, tackles, scaffoldings and temporary works, requisite or proper for the execution of the works, whether original, altered or substituted, and whether included in the specifications or other documents forming part of the contract referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the [Project Director](#) on any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing, and assisting in measurement or examination at any time, and from time to time of the work or materials. Failing his so doing the same may be provided by the [Project Director](#) at the expense of the contractor, and the expenses may be deducted from any money due to the contractor under the contract, or from his Security deposit.

Contractor liable to pay damages arising from non-provision of lights & fencing etc,

The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit action or other proceedings at law that may be brought by any person for injuries sustained by him owing to neglect in taking the above

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precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such person, or which may with the consent of the contractor be paid to compromise any claim by any such persons.

Notice to be given before the work is covered up.

Clause 16: The contractor shall give not less than five days notice in writing to the **Project Director** before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach-of measurement any work without the consent in writing of the **Project Director**. If any work is to be covered up or placed beyond the reach of measurement, without such notice having been given and consent obtained, the same shall be uncovered at the contractor's expenses, and no payment or allowance shall be made for such work or the materials with which the same was executed.

Contractor's employees.

Clause 17: (1) the contractor shall provide and employ on the site for the purpose of and in connection with the execution and maintenance of the work under, the contract:

- (a) only such engineer and technical assistants as are skilled and experienced in their respective callings, and such sub-agents, foremen and leading hands as are competent to give proper supervision to the work, they are required to supervise; and
- (b) such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely execution and maintenance of works under the contract.

Removal of contractor's employees.

(2) (i) The **Project Director** shall have full powers at all times to object to the employment and to require the contractor to remove forthwith from the site, the agent, workman, foreman or any other person employed by the contractor or any sub-contractor, who in the opinion of the **Project Director** misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the **Project Director** to be undesirable, and the contractor shall comply with the request forthwith.

(ii) No such agent, workman, foreman or other employee after his removal from the work by **instruction** of the **Project Director** shall be re-employed or reinstated by the contractor for the purposes of and in connection with the contract at any time, except with the prior approval in writing of the **Project Director**.

Whole time qualified technical personnel for supervision of work.

Clause 18: (a) The contractor shall employ for each contract, whole time qualified technical personnel to the satisfaction of the **Project Director** for the supervision of the work at the scale given below:

On contracts valuing:

- (i) Up to Rs. 7.5 million : One diploma Engineer
- (ii) Exceeding Rs. 7.5 million : One Senior Graduate Engineer
One Junior Graduate Engineer

(b) If the contractor fails to employ the qualified technical personnel to the above scale, the **Project Director** shall, after giving the contractor 15 days notice to this

effect, have the option to employ to make up the deficiency in the number of such persons at the risk and cost of the contractor.

Opportunities
for other
contractors.

Clause 19: The contractor shall in accordance with the requirements of the **Project Director** afford all reasonable opportunities for carrying out the work by any other contractor(s) / specialist contractor(s) executing a part of the original work or ancillary to the work, employees/workmen of such contractor(s) or those of the **Project Director**, who may be employed in execution of, or near the site of work not included in the contract. If, however, the contractor provides any material services/assistance or facilities to any such contractor or to the **Project Director** on the written request of the **Project Director**, he shall be paid a reasonable sum as determined by the **Project Director** or paid according to provision in **bid schedule** if already made therein.

Damage to
persons and
property

Clause 20 (1): The contractor shall indemnify and keep indemnified the **Project Director** against all losses and claims for injuries or damage caused to any person or any property whatsoever, (other than surface or other damage to land or crops being on the site suffered by tenants or occupants) which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the contractor liable for, or in respect of, or to indemnify the **Project Director** against any compensation or damages for or with respect to:

- a) The permanent use or occupation of land by the works or any part thereof or (save as hereinafter provided) surface or other damage as aforesaid,
- b) The right of the **Project Director** to construct the works or any part thereof on, over, under, in or through any land.
- c) Interference whether temporary or permanent with any right of light, air, way or water, or other assessment of quasi-easement which is the unavoidable result or the construction of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect done or committed during the currency of the contract of the **Project Director**, its agents, servants or other contractors (not being employed by the contractor) or for or in respect of any claims, demands, proceedings, damages, costs, charges, and expenses in respect thereof or in relation thereto. Provided further that for the purposes of this clause the expression "the site" shall be deemed to be limited to the area defined in the specification or shown on the drawings in which land and crops will be disturbed or damaged as an inevitable consequence of carrying out the works.

Indemnity by
Employer.

(2)The **Project Director** will indemnify the contractor for and against all claims, demands, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the proviso to sub-clause (1) or this clause.

Note: The limit of **Project Director**, for the application of this sub-clause shall be for contract exceeding Rs. 5 million.

Work to be
open to
inspection.

Clause 21: All works under or in the course of execution or executed in pursuance of the contract, shall at all time be open to inspection and supervision of the **Consultants or the Project Director**, and the contractor shall at all times

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Contractor or
his responsible

during the usual working hour, and at all other times for which reasonable notice of the intention of the [Consultants or the Project Director](#) to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have an agent, duly accredited in writing, present for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor himself.

Giving of notices and payment of fees.

Clause 22: (1) The contractor shall give all notices, and at his own cost pay all fees, required to be given or paid by any national or state statute, ordinance or other laws or any regulation or bye-laws of any local or other duly constituted Vice Chancellor GC University, Faisalabad in relation to the execution of the works or of any temporary works and by the rules and regulations of all public bodies and-companies whose property or rights are affected or may be affected in any way by the works or any temporary works.

Compliance with statutes regulations etc.

(2) The contractor shall conform in all respects with the provisions of any such federal, provincial and local statutes, ordinance or law as aforesaid and the regulations or byelaws of any local or other duly contributed Vice Chancellor GC University, Faisalabad, which may be applicable to the works, or to any temporary works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the [Project Director](#) indemnified against all penalties and liabilities of every kind of breach of any such statutes, ordinance or law, regulation byelaws.

Payment of Income Tax and other taxes.

(3) The contractor shall be responsible for the payment of all income tax, super tax and other government or local taxes arising out of the contract, which shall not be reimbursed to him by the [Project Director](#) and that rates and prices stated in the [bid schedule](#) shall be deemed to cover all such taxes.

Cost of Bonds

Clause 23: The cost of various bonds to be entered into and executed between the contractor and the [Project Director](#) shall be, in all respects, at the expense of the contractor.

Change in the constitution of firm

Clause 24: In the case of tender by partners, any change is the constitution of the firm, joint venture, company or corporation shall be forthwith notified by the contractor to the [Project Director and](#) for information purposes.

Photographs and advertisements

Clause 25: Photographs of the works shall be taken by permission of the [Project Director](#). Only signs or other advertisement approved by the [Project Director](#) may be displayed at or near the works. Photographs of the works shall not be published without prior written approval of the [Project Director](#), which shall not be unreasonably withheld.

ASSIGNMENT ANDSUB-LETTING

Assignment

Clause 26: The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the [Project Director](#).

Subletting

Clause 27: The contractor shall not sublet the works or any part-thereof except where otherwise provided by the contract, without the prior written consent of the [Project Director](#) and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and negligence of any sub-contractor, his agents, servants or workmen as if they were the acts, defaults or neglects of the contractor, his agent, servants or workmen, provided always that the provision of labour on piece-work basis shall not be deemed to be a subletting under this clause.

Contractor

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MATERIALS AND WORKMANSHIP

Quality of materials and workmanship and tests.	Clause 28: (1) All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the instructions of the Project Director and shall be subjected from time to time to such tests as the Project Director may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for testing as may be select and required by the Project Director .
Cost of samples	(2) All samples shall be supplied by the contractor at his own cost if the supply thereof is clearly intended by or provided for in the specifications or bid schedule but if not then at the cost of the Project Director .
Cost of tests	(3) The cost of making any test shall be borne by the contractor if such test is clearly intended by or provided for in the specification or bid schedule and (in the cases only of a test under load or of a test to ascertain whether the design or any finished or partially finished work is appropriate for the purposes which it was intended to fulfill) is particularized in the specification or bid schedule in sufficient detail to enable the contractor to price or allow for the same in his tender.
Cost of tests not provided for.	(4) If any test is ordered by the Project Director which is either: (a) Not so intended by or provided for; or (b) (In the cases above mentioned) is not so particularized; or (c) Though so intended or provided for is ordered by the Project Director to be carried out by an independent - person at any place other than the site or the place of manufacture of fabrication of the materials tested then the cost of such test shall be borne by the contractor if the test shows the workmanship or materials not to be in accordance with the provisions of the contract or the instructions of the Project Director but otherwise by the Project Director.
Constructional material fittings, etc. to conform to representative samples approved by the Consultants	Clause 29: Before any constructional material, fittings is brought to the site of work, the contractor shall submit to the Project Director representative samples of the material fittings, etc., he proposes to use. The samples after approval will be retained by the Project Director in his custody and the contractor shall be responsible for ensuring that materials said fittings, etc. conforming to such samples are used throughout the contract, failing which the material, fittings, etc., will not be accepted and shall be removed forthwith from the site of work if so desired by the Project Director .
Stores and equipment to be supplied by Employer	Clause 30: Not Used.
Action and compensation payable in case of bad work	Clause 31: If it shall appear to the Project Director that any work has been executed with unsound, imperfect, or unskillful workmanship or that any materials or

articles provided by him for the execution of the work are unsound, or of a

Contractor

Project Director GCU, FSD.

quality inferior to that contracted for, or otherwise not in accordance with the contract the contractor shall on demand in writing from the [Project Director](#) specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide material as originally contracted or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the [Project Director](#) in his demand aforesaid, then the [Contractor under intimation of the Project Director](#) may rectify or remove and re-execute the work, remove and replace with others, the materials and articles complained of, as the case may be, [by his other arrangement of workman](#) or by other contractor and recover from the contractor towards the cost thereof a sum equal to the amount actually incurred on such works [plus ten \(10\) percent additional charges on the amount actually incurred shall be certified by the Project Director\(whose certificate as to the amount of the work shall be final and binding on the parties\) or such smaller amount as the Project Director \(whose decision in writing shall be final\) may decide, and the Project Director shall deduct the same from any money due or that becomes due to the contractor under this contract or on any account whatsoever, due upon the Government to the contractor. Measures of rectification will be decided by the Project Director and may include additional work necessary to strengthen or set right the unusual work carried out by the contractor.](#)

LABOUR

Application of
labour laws and
rules

Clause 32: The contractor shall employ labour, provide all facilities and pay wages to his work people or employees in accordance with the labour laws or enactments relating thereto and rules framed thereunder, in force from time to time.

Contractor liable
for payment of
compensation
to injured
workmen or in
case of death to
his relations

Clause 33: (1) In every case in which by virtue of the provisions of Section 12, Sub-section (1) of the Workman's Compensation Act 1923, [Project Director](#) is obliged to pay compensation to a workman employed by the contractor in execution of the works, [Project Director](#) will recover from the contractor the amount of the compensation so paid; and without prejudice to the rights of the [Project Director](#) under Section 12, sub-section (2) of the said Act. [Project Director](#) shall be at liberty to recover such amount or any part thereof, by deducting it from the security deposit or from any sum due by [Government](#) to the contractor, whether under the contract or otherwise.

(2) [Project Director](#) shall not be bound to contest any claim made against it under Section 12, Sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to the [Project Director](#) full security for all costs for which [Project Director](#) might become liable in consequence of contesting such claims.

Use of donkeys
and other
animals.

Clause 34:(i) Not Used.

COMMENCEMENT, TIME AND DELAYS

Commencement of work.	Clause 35: The contractor shall commence the works on the site within the period named in the memorandum, after the receipt by him of an order in writing to this effect from the Project Director and shall proceed with the same with due diligence and without delay, except as may be expressly sanctioned or ordered by the Project Director or be wholly beyond the contractor's control.
Time for completion.	Clause 36: Subject to any requirements in the specification as to the completion of any portion of the works before completion of the entire works which shall be completed within the time stated in the memorandum or such extended time as may be allowed under Clause 37 hereof.
Extension of time for completion.	Clause 37: If by reasons of the amount of extra or additional work of any kind or variation of form, quality or quantity of the works or any part thereof ordered by the Project Director , or on the ground of his having been unavoidably hindered in the execution of the work or on any other ground or other special circumstances of any kind whatsoever, or any cause beyond the reasonable control of the contractor, the work is delayed or impeded or the contractor prevented from whether by the Project Director or otherwise howsoever, or hindered in the execution or completion of the work or any part thereof, whether such delay or impediment or prevention or hindrance occurs before or after the time or extended time fixed for completion the contractor shall apply in writing to the Project Director and the within thirty days of the date of such circumstances, the full and detailed particulars of his claim on account of which he desires an extension as aforesaid. The Project Director shall, if in his opinion (which shall be final) reasonable grounds shown thereof by the contractor are such as fairly to entitle the contractor to an extension of time for the completion of the work, authorize the contractor from time to time in writing, either prospectively or retrospectively, such extension of time for the completion of the work or any part thereof, as may in his opinion be necessary or proper.
No work at night or on Sundays/ Public Holidays.	Clause 38: Subject to any provision to the contrary contained in the contract, none of the permanent work shall save as hereinafter provided be carried on during the night or on Sundays or public holidays without the permission in writing of the Project Director save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the works in which case the contractor shall immediately advise the Project Director , provided always that the provisions of this clause shall not be applicable in the case of any work which it is customary to carry out by rotary or double shifts.
Compensation for delay.	Clause 39: (a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor. The works shall throughout the stipulated period of the contract be proceeded, with all due diligence in accordance with the program of work, as approved by the Project Director from time to time (time and quality being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to, one percent of the amount of contract, subject to a maximum of 10%, or such smaller amount as the Project Director (whose decision in writing shall be final) may decide, on the amount of the estimated cost stated in item (b) of the memorandum of work Annexed hereto for every day that the work remains un-commenced or unfinished after the proper date.

Rate of
progress

(b) In order to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which time allowed for any work

exceeds thirty days, to complete each part of the work or its component, as per program of work or any revision or amendment to it approved by the [Project Director](#). In the event of the contractor failing to comply with this condition, without sufficient reasons acceptable to the [Project Director](#), he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the [Project Director](#) (whose decision in writing shall be final) may decide on the estimated cost of the work as named in the item (b) of the memorandum hereto annexed for every day that the due quantity of work remains incomplete, provided always that the entire amount of the compensation to be paid under the provisions of this clause shall not exceed ten percent of the estimated cost stated in item (b) of the memorandum of work annexed hereto.

Compensation
for inadequate
funding

(c) If the funds required for completion of contract are not provided within two years of the stipulated date of the completion, contractor may ask for finalization of his contract. All recoveries due from contractor (Mobilization, secured advance, machinery, hire charges etc.) will be made before finalization of contract.

CERTIFICATE OF COMPLETION

Certification of
completion of
works.

Clause 40: Without prejudice to the right of the [Project Director](#) under any such clause (s) herein contained, as soon as in the opinion of the [Project Director](#), the works shall have been substantially completed and shall have satisfactorily passed any final test that may be prescribed by the contract, the [Project Director](#) will issue to the contractor a certificate of completion in respect of the work, and the period of maintenance of work shall commence from the date of such certificate, provided that the [Project Director](#) may give such a certificate with respect to any independent part of the works before the completion of the whole of the works, and when any such certificate is given in respect of such a part of the works, such part shall be considered as completed and the period of maintenance of such part shall commence from date of such certificate, provided also that a certificate of completion, given in accordance with the foregoing provision of any part of the works shall not be deemed to certify completion of any ground or surface requiring reinstatement unless such certificate shall expressly so state. Provided further that no such certificate shall be given nor shall the works or any of its parts be considered to be complete until the contractor shall have removed from the premises on which the works or any such parts shall be executed, all scaffoldings, surplus materials of all kinds and rubbish, buildings and other construction material of all kinds, and cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building or buildings, or road works and road structures, water supply, sewerage or drainage works, sanitary installations, gas and electric fittings, in, upon or about which the works are to be executed, or which he may have had possession for the purpose of the execution thereof, not until the works shall have been measured by the [Project Director](#) whose measurements shall be binding and conclusive against the contractor.

If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffoldings, surplus material of all kinds and rubbish as aforesaid and cleaning of dirt or before the date fixed for the completion of the works,

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the **Project Director**, may at the expense of the contractor, remove such scaffoldings or surplus materials of all kinds and

rubbish and dispose of the same as he thinks fit, and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffoldings or surplus materials of all kinds as aforesaid, except for any sum actually realized by sale thereof.

ALTERATIONS, ADDITIONS AND OMISSIONS

Alterations in specifications and drawings

Clause 41: The **Project Director**, shall have the power to make any alteration in, omission, from, addition to, or substitution for, the original specification, drawing, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the works in accordance with any instructions which may be given to him in writing signed by the **Project Director**, and such alterations, omissions, additions or substitutions shall not invalidate the contract, and any altered additional or substituted work which the contractor may be directed to do in manner above specified as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the Tender (**bid schedule** for the main work). The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the **Project Director** shall be conclusive as to such proportion.

Alterations, omissions or substitutions do not invalidate the contract.

And, if the altered, additional or substituted work includes any item of work, for which no rate is specified in this contract, then such items of work shall be carried out at the rates entered in the MRS Composite Rates which was in force at the time of such occurrence of alteration with 4½ % premium over it or in case of non-availability of these rates in the MRS Composite Rates then such items shall be priced on the basis of MRS Input Rates thereby allowing 25% factor over and above the rate as Contractor's overhead, profit and income tax.

Rate of works not in schedule of rates, Bid Schedule or in the estimates

If such altered, additional or substituted item (s) of work is not entered in the said schedule of rates or the **bid schedule**, then the contractor shall within seven days of the date of receipt of the orders to carry out the work inform the **Project Director** of the rate, which **he intends to** charge for such items of work, and if the **Project Director** does not agree to this rate, or the approval to this rate (or the negotiated rate, if any), is 'not communicated to the contractor within a period of thirty (30) days reckoned from the date of receipt by the **Project Director** of the proposed rate, the **Project Director** shall by a notice in writing be at liberty to cancel his order to carry out such item of work and arrange to carry it out in such a manner as he may consider advisable, provided always that if the contractor shall commence work or incur an expenditure in regard thereto, before the rates shall have been determined as lastly hereinafter mentioned, he shall, do so at his own risk and cost.

No deviation from specification stipulated in the contract or additional items of work shall be carried out by the contractor unless the rate of the substituted, altered or additional items have been approved in writing failing which

Project Director will not be bound-to entertain any claim on this account. The Interpretation of the **Project Director** in the event of any dispute due to any ambiguity in the specification or nomenclature shall be binding and final.

No compensation for alteration in or restriction of work to be carried out if variation does not exceed 20%

Clause 42: If at any time after the commencement of the Work, the **Project Director** shall for any reason whatsoever, not require the whole **works** thereof as specified in the tender (**bid schedule annexed hereto**) to be carried out, or increase or decrease the quantity of work included in the contract or omit any such work, or change the levels, lines, position and dimensions of any part of the works or require the contractor to execute additional work of any kind necessary for the completion of the work, the **Project Director** shall give notice in writing of this fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reasons of any alteration having been made in the original specifications, drawings, designs, and instructions which shall involve any curtailment or increase of the work, as originally contemplated ; nor shall the contractor be entitled to any adjustment in the unit rate/price or amount of the contract, if the aggregate effect of all such alterations, additions, omissions, or adjustments (other than these arising out by reasons of price variation under Clause 55 hereof) on completion of the whole of the works, does not exceed 20 percent of the sum named in paragraph of his tender.

Variation exceeding 20%

If, on completion of the whole of the works, it shall be found that a reduction or increase greater than 20 percent of the sum named in paragraph 1 of the tender results from the aggregate effect of all increases, decreases, omissions or adjustments (other than those arising out of price variation under clause 55 hereof), as a result of the requirement of the **Project Director**, the amount of the contract price shall be adjusted by such sum(s) as may be determined by the **Project Director** and the contractor. In the event of disagreement, the **Project Director** shall fix such sum as shall, in his opinion, be reasonable and proper, regard being had to all materials and relevant factors including the contractor's cost and overheads.

MAINTENANCE AND DEFECTS

Period of maintenance.

Clause 43: (1) The period of maintenance mentioned in item (i) of the Memorandum hereto annexed shall be calculated from the date of completion of the works certified by the **Project Director** in accordance with Clause 40 hereof or in the event of more than one certificates having been issued by the **Project Director** under the said clause from the respective dates so certified, and in relation to the period of maintenance the expression the work shall be construed accordingly.

Execution of works of repair. etc.

(2) The works shall at, or as soon as practicable, after expiration of the period of Maintenance be delivered to the **Project Director** in as good and perfect condition (fair wear and tear excepted) to the satisfaction of the **Project Director** as that in which they were at the commencement of the period of maintenance, the contractor shall execute all such works of repair, amendment, reconstruction, rectification and making good of defects, imperfection, shrinkage or other faults as may be required of the contractor in writing by the **Project Director** during the period of maintenance or within fourteen days after its expiration as a result of an inspection made by or on behalf of the **Project Director** prior to its expiration.

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Cost of execution of works of repair, etc.

(3) All such works shall be carried out by the contractor at his own expense, if the necessity thereof shall, in the opinion of the [Project Director](#) be due to use of materials or workmanship not in accordance with the contract or to neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract. If in the opinion of the [Project Director](#) such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for, as if it were an additional work.

Remedy on contractor's failure to carry out work required

(4) If the contractor shall fail to do any such work as aforesaid, required by the [Project Director](#) shall carry out such work [by other arrangements of workmen](#) or by other contractor(s) and as if such work is a work which the contractor should have carried out at the contractor's own cost and thereof shall be entitled to recover from the contractor towards the cost thereof a sum equal to the actual expenditure so incurred [on such works](#) by the [Project Director](#) (whose certificate as to the amount of the work shall be final and binding on the parties) and may deduct the same from any moneys due or that may become due to the contractor.

Contractor liable to make good damages and for any imperfection noticed during period of maintenance

Clause 44: If the contractor or his work people, or servant shall break deface, injure or destroy any part of a building in which they may be working or any building, road, road work, road structure, water supply, sewerage, and drainage works, sanitary fittings and electric installations, fences, enclosures, water pipes, cables, drains, electric or telephone posts or any works, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work, or any part of it is being executed, or if any damage shall happen to the work, while in progress from any cause whatsoever or any imperfections become apparent in it within the specified period of maintenance in Item No. (i) of the memorandum hereto annexed after a certificate, final or otherwise of its completion shall have been given by the [Project Director](#) as aforesaid, the contractor shall make the same good at his own expense, or in default, the [Project Director](#) as aforesaid, may cause the same to be made good by other workmen, and deduct the expenses (of which the certificate of the [Project Director](#) shall be final) from any sums that may than, or at any time thereafter may become due to the contractor, or from his security deposit.

ADVANCES TO CONTRACTORS

Secured advance on material brought to site.

Clause 45: Should the contractor, whose contract is for finished work require an advance on the security of material of imperishable nature brought by him to the site, the [Project Director](#) shall assess the value of such materials and the contractor may be paid an advance up to an amount not exceeding seventy five percent (the decision of the [Project Director](#) as to this percentage, shall be final) of the value of the materials assessed by the [Project Director](#). The materials shall remain the property of the [Project Director](#) and the contractor shall not remove it from the Site without the written permission of the [Project Director](#).

The contractor shall be responsible for any loss to the materials due to the contractor's postponing the execution of the work or to the shortage of or misuse of the materials and against the expenses entailed for their proper watch and safe custody.

The recovery of the amount of such advance shall be made from the contractor's bill for the work done, as the materials are used in the work.

Clause 45-(A): Where tendered amount as mentioned in the letter of acceptance exceeds rupees ten million, the [Project Director](#) may, on the

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request of the contractor and recommendations of the Project Director, sanction a mobilization advance up to fifteen percent of the said tendered amount in the manner and subject to the following conditions:-

- i. initially, a sum equal to ten (10) percent of the tendered amount and thereafter a further sum equal to five (05) percent of the tendered amount may be sanctioned on the furnishing of a certificate by the Project Director of the work to the effect that mobilization by the contractor is complete in all respect necessary for the due commencement of work.
- ii. the contractor shall furnish a guarantee in the shape of Form of Bank Guarantee in favor of the Project Director from any bank declared to be a Scheduled Bank by the State Bank of Pakistan;
- iii. the Vice Chancellor GC University, Faisalabad accepting the tender shall personally verify the bank guarantee;
- iv. no interest shall be charged on a mobilization advance;
- v. the recovery of mobilization advance shall commence after lapse of 20% contract period or after the execution of the 20% of the work (financial terms) whichever is earlier. The rate of recovery shall be 25% of the value of work done in each interim payment certificate (running bill); and
- vi. in case the contractor fails to execute the work in accordance with the terms of contract, the security offered in respect of the mobilization advance shall be forfeited to the credit of the Project Director.

PAYMENTS

Bills to be on
prescribed form

Clause 46: The contractor shall submit all bills on the form prescribed by the Project Director to be had on application at the office of the Project Director and the charges in the bills shall always be entered at the rates specified in the tender (bid schedule) or in the case of any extra work ordered in pursuance of the conditions and not mentioned or provided for in the tender, at the rate hereinafter provided for such works.

Bills to be
submitted monthly

Clause 47: The-contractor shall submit each month on or before the date fixed by the Project Director a bill, on the basis of measurements carried out by the contractor through his own staff, for all works executed in the previous month, and the Project Director shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible adjusted, if possible, before the expiry of ten days from presentation of the bill subject to the condition laid down in item (e) of the memorandum of work. If the contractor does not submit the bill within the time fixed as aforesaid, the Project Director may undertake to measure the work in the presence of the contractor or otherwise and the Project Director may prepare a bill from such measurements, which shall be binding on the contractor in all respects.

Payment of
items with
imbalance Rate

Clause 47-A: If a contractor quotes such disproportionate rates in his tender which deviate from the rates provided in the Engineer's Estimate, the payment of items whose rates are lower will be made at tendered rate(s) in full on the execution

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of items (s) but the payment of item whose rates are **higher** shall be made at the rates depicted in Engineer's Estimate, on the execution of such items, the balance payment shall be withheld by the [Project Director](#) till the completion of the work of items for which low rates have been quoted.

Deduction of
security deposit.

Clause 48: At the time of making any payment to the contractor for the work done under this contract, the [Project Director](#) shall retain from the amount so payable to the contractor, the amount of security deposit at the percentage rate specified in Item (d) of the memorandum of work annexed hereto. The Earnest Money of the contractor on execution of the contract, will, however, be adjusted towards the amount of such security deposit to be retained from the amount of his first bill of the work done by him and payable to the contractor under this contract.

All compensations or other sums of money payable by the contractor to the [Project Director](#) under the terms of this contract may be deducted from the amount of his security deposit of the contract or from any sums which may be due or may become due to the contractor by the Government on any account whatsoever, and in the event of his security deposit being reduced by such deductions; the contractor shall, within ten days thereafter, make good in cash any sum or sums which may have been deducted from his security deposit/or may be made good through additional deductions from his bill or dues.

Conversion of
security deposit
into
profitbearingsec
urities

Clause 49: If the contractor so desires and makes a written request to the [Project Director](#) to the effect that the amount of security deposit retained from the bills of the contractor may be converted into the recognized form of profit bearing securities at the cost of the contractor, the amount of security deposit retained from the bills of the contractor shall be deposited in any of the following Banks:

- (1) National Bank of Pakistan Ltd.
- (2) Habib Bank Ltd.
- (3) United Bank Ltd.
- (4) Muslim Commercial Bank Ltd.
- (5) Allied Bank of Pakistan Ltd.
- (6) The Bank of Punjab.

and pledged in the name of the [Project Director](#).

Refund of
security
deposit.

Clause 50: (a)- The amount retained as security deposits shall not be refunded to the contractor before the expiry of twelve (12) months after the issue of the certificate of completion of the work under clause 40 hereof by the [Project Director](#) provided that in case the contractor is required by the [Project Director](#) to rectify any imperfection, damage, defects or other faults in work, etc. during the period of maintenance, the security deposit shall not be refunded till the contractor has fulfilled his obligations under clause 43 and 44 hereof to the satisfaction of the [Project Director](#).

Refund of
security
deposit on
production
of a bank
guarantee

(b) Should the Contractor so apply in writing to the [Project Director](#), the amount of security deposit will be refunded to the contractor three (3) months after the issue of certificate of completion of work by the [Project Director](#) under Clause 40, subject to the production of bank guarantee from a scheduled bank in Pakistan to the satisfaction of and in the form suitable to the [Project Director](#), for the same amount covering the balance period of maintenance to the effect that the contractor shall fulfill his obligations under Clause 43 and 44 of the contract.

Refund of security deposit of maintenance and repair work

(c) Subject to the conditions stipulated in Sub-Clause (a) of this Clause, in the case of Contracts for maintenance and repair works, the security deposits would be refunded to the Contractor after the expiry of three (3) months of the issue of certificate of completion of work by the [Project Director](#).

Payment on intermediate certificate to be regarded as advances.

Clause 51: The contractor shall, on submitting the bill be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the [Project Director](#), subject to the condition laid down in item(s) of the memorandum, whose certificate of such approval and passing of the sum so payable, shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payment by way of advance against the final payment only, and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the accruing of any claim; nor shall it conclude, determine, or affect in any way the power of [Project Director](#), under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

Final bill to be submitted within one month.

Clause 52: The final bill shall be submitted by the contractor within one month of the date fixed for completion of the works, otherwise the [Project Director's](#) certificate of the measurement and of the total amounts payable for the works accordingly, shall be final and binding on all parties.

Procedure for payment to firms

Clause 53: The [Project Director](#) may refuse or suspend payment on account of a work when executed by a firm, or by contract described in their tender as a firm, unless receipts are signed by all the partners, or one of the partners or some other person producing power of attorney enabling him to give actual receipts on behalf of the firm.

Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Clause 54: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of [Project Director](#), without reference to the actual loss or damage Sustained and whether or not any damage shall have been sustained.

VARIATION IN PRICES OF SPECIFIED MATERIALS

Price variation

Clause 55: (I) DELETED

CLAIMS OF CONTRACTOR

Bills to be submitted monthly

Clause 56: The contractor, shall deliver in the office of the [Project Director](#) on or before the 10th day of every month during the continuance of the work covered by this contract a return in such form as the [Project Director](#) may from time to time prescribe showing details of any rate, amount, and work claimed as extra, and such return shall also contain the value of such work which the contractor may consider himself to be entitled up to the end of the previous month, which value shall be based upon the rates and prices mentioned in the contract ([bid schedule](#)) or the rate determined pursuant to Clause 41 hereof. The contractor shall include in such monthly returns particulars of all claims of whatsoever kind and howsoever arising, which at the date thereof he has or may claim to have, against the [Project Director](#) under or in respect of, or in any manner arising out

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of the execution of the works, and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any claim not so included, whatsoever be the circumstances.

Claims for payment of Extra-ordinary nature

Clause 57: No claim for payment of extra-ordinary nature, such as claim of a bonus for extra labour employed in completion of the work before the expiry of the contractual period at the request of the [Project Director](#), or claim for compensation where the work has been temporarily brought to a standstill through no fault of the contractor, shall be allowed, unless and to the extent that the same shall have been expressly sanctioned by the [Government](#).

Time limit for unforeseen claims.

Clause 58: Under no circumstances whatsoever shall the contractor be entitled to any compensation on account of the contract unless the contractor shall have submitted a claim in writing to the [Project Director](#) within one month of the cause of such claim occurring.

Claims for compensation for delay in the execution of work.

Clause 59: No compensation shall be allowed for any delay in execution of the work on account of water standing in borrows pits or compartment. The rates inclusive for hard or rocky soil, excavation in mud, sub-soil water or water standing in borrow pits, and no claim for extra-rate shall be entertained, unless expressly verified by [Project Director](#).

REMEDIES AND POWERS

Action when whole of security deposit is forfeited.

Clause 60: In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to whole of the security deposit or in the opinion of the [Project Director](#) has abandoned the contract, or is not executing the works in accordance with the contract or is presently or flagrantly neglecting to carry out his obligations under the contract, or if the contractor employs any employee of the [Government](#) in defiance to the provisions of Clause 32 thereof, the [Project Director](#) on behalf of the [Vice Chancellor GC University, Faisalabad](#) may, after giving fourteen days notice in writing to the contractor, rescind the contract (of which rescission notice in writing to the contractor under the hand of the [Project Director](#) shall be conclusive evidence and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the [Project Director](#) and in case, the contract shall be rescinded under the provisions aforesaid):-

- (i) The contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials, or entered into any engagement, or made any advances on account of or with a view to the execution of the works or the performance of the contract.
- (ii) The contractor shall not be entitled to recover, or be paid any sum for any work actually performed under this contract, unless and until the [Project Director](#) will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified, after deducting there from the amount of aforesaid compensation and other charges duly ascertained and certified by the [Project Director](#) to be payable by the contractor. But if such sum payable by the contractor for any losses, compensation or any other charge shall exceed the sum for any work actually performed under the contract and certified by the [Project Director](#) the amount of such excess shall be deemed a debt due by the contractor to the [Project Director](#) and shall be recovered accordingly.

Work at the risk and expense of the contractor.

Clause 61: In every case in which the contract should be rescinded under Clause 60 hereof and in the opinion of the [Project Director](#) such work should be done at the risk and expense of the contractor without thereby avoiding the contract or relieving the contractor from any of his obligation or liabilities under the contract or affecting the rights and powers conferred on the [Project Director](#) by the contract, the [Project Director](#) after giving fourteen days notice in writing to the contractor shall have powers to adopt any of the following courses as may in the opinion of the [Project Director](#) be desirable:

- (a) To measure up the work of the contractor and to take, such part thereof, as shall be executed out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, had the whole of the work been executed by him (of the amount of which excess, the certificate in writing of the [Project Director](#) shall be final, and conclusive) shall be borne and paid by the original contractor, and may be deducted from any money due to him by the [Government](#), under the contract or otherwise, or from his security deposit or from the value of the performance security given by the contractor under Clause 7 hereof.
- (b) To employ labour paid by the [Project Director](#) and to supply materials or supply/arrange tools and plants to carry out the works or any part of the works, debiting the contractor with the cost of the labour and the price of the materials and cost of supply/arrangement, operation and maintenance of tools and Plants of the amount of which cost and price a certificate of the [Project Director](#) shall be final and conclusive against the contractor and crediting him with the value of work done, in all respect, in the same manner and at the same time and rates, as if it had been carried out by the contractor under the terms of his contract, the certificate of the [Project Director](#) as to the value of the work done shall be final and conclusive against the contractor.

In the event of any of the above courses mentioned in this clause being adopted by the [Project Director](#), the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagement, or made any advances on account of, or with a view to, the execution of the works or the performance of the contract.

Contractor remains liable to pay compensation if action is not taken under clauses

Clause 62: In any case in which any of the powers, conferred upon the [Project Director](#) by Clause 60 or by Para (a) of Clause 61 hereof, shall have become exercisable and the same shall not be exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof, and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which, by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

Power to take possession or require removal of or sell contractor's plant, etc.

In the event of the [Project Director](#) putting in force either of the power vested to him under Clause 60 or Para (a), of the preceding clause, he may, if he so desires, take possession of all or any tools, constructional plants, materials and stores, in or upon the works, or the site thereof, or belonging to the contractor, or procured by him and intended, to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in case of these not being applicable at current market rates to be certified by the [Project Director](#) whose certificate shall be final; otherwise the [Project Director](#)

may, by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, construction plants, materials, or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the [Project Director](#) may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the [Project Director](#) as to the expenses of any such removal, and the amount of the proceeds and expenses of any such sale, shall be final and conclusive against the contractor.

Contract may be rescinded and security deposit forfeited for Sub-letting.

Clause 63: If the contractor shall, in defiance of the [Project Director](#) instructions to the contrary or without his written approval, assign or sublet his contract or attempts to do so; or become insolvent, or commence any insolvency proceeding or make any composition with his creditors, or attempts so to do; or if any bribe, gratuity, gift, loan pre-requisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or his servants or agents to any public officer or person in the employment of *Government* in any way relating to his office, or employment; or if any such

officer or person shall become in any way directly or indirectly interested in the contract; the [Project Director](#) may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of [Project Director](#) and the same consequence shall ensue as if the contract had been rescinded under Clause 60 hereof and in addition to the contractor shall not be entitled to receive or be paid for any work therefore actually performed under the contract.

Deduction of amount due to Government on any account whatsoever to be permissible from any sums payable to the contractor.

Clause 64: Any excess payment made to the contractor inadvertently or otherwise, under this contract or on any account whatsoever, and any other sum found to be due to the *Government* by the contractor in respect of this contract, or any other contract or work order, or on any account whatsoever, may be deducted from any sum whatsoever payable by *Government* to the contractor, either in respect of this contract of any work order or contract, or on any other account by any other department of the *Government*, or recovered from the contractor as arrears of land revenue.

SETTLEMENT OF DISPUTES

Procedure in disagreement

Clause 65: In the event of any disagreement between the [Project Director](#) and the contractor arising out of the contract, the matter shall first be referred to the [Project Director](#) for decision who shall, after making such enquiries, as it may deem fit, give its decision in writing not later than three months after the references is made. The period for decision of the case by the [Project Director](#) may, however, be extended by the [Vice Chancellor GC University, Faisalabad](#) under special conditions according to the circumstances, justification, available in each case. The contractor shall forthwith give effect to the decision of the [Project Director](#) and shall proceed with due diligence, whether arbitration is intended or not.

Contractor dissatisfied with the decision of the [Employer](#)

If the contractor be dissatisfied with the decision of the [Project Director](#) or if the decision is not forthcoming within, the stipulated or extended period/periods and desires arbitration under the arbitration clause as hereinafter provided, he shall give notice in writing of such intention to the [Vice Chancellor GC University, Faisalabad](#) within a period of twenty eight days of the receipt of the decision or

Contractor

Project Director GCU, FSD.

in case no decision is given, at the end of the period or periods within which the **Project Director** was to give decision. The said notice shall contain the cause of action, material facts of the case and relief sought, failing which the decision of the **Project Director** shall become final, conclusive and binding, and the contractor shall be deemed to have forfeited or departed from the claim in excess of that allowed by the **Project Director**.

Increase in
amount of
claim once
preferred
not allowed

The subsequent inflation/increase in the amount of claim once preferred in the said notice shall not be allowed nor shall any other claim in respect of the same work be entertained from the contractor at any later stage.

Reference
to
arbitration.

A reference to arbitration shall be made by the contractor in writing not later than three months after the completion of the work. Failure to make such a reference within this period shall be deemed to mean that the contractor has waived all claims in respect of all disputes.

Disputes for
arbitration
limited.

(a) Disputes, which may be referred to arbitration, shall be limited to: -

- (i) Any question, difference, or objection, whatsoever which shall arise in any way, connected with or arising out of the contract; or/and
- (ii) The meanings of the operation of any part of the contract; or/and
- (iii) The rights, duties and liabilities of other party to the contract; and
- (iv) Whether the contract should be terminated or has been rightly terminated and as regards the rights; and obligations of the parties as a result of such termination:

Provided that those matters for which provision, has been made in the contract for final and binding decision by the **Project Director** or the **Consultants** shall be excluded from arbitration.

Arbitration

(c) The venue of arbitration shall be in (Faisalabad) Punjab.

(c) In the event of any dispute arising in accordance with the limitations provided in sub-clause (a) of this clause, the same shall be referred to the decisions of a sole arbitrator to be appointed by the **Vice Chancellor GCUF up to half a million rupees**, the decision of the sole arbitrator in such case shall be final and binding on the parties concerned.

(d) In case the amount of the claim preferred is over half a million rupees, the dispute shall be referred to the award of two arbitrators, to be appointed, one to be nominated by the Vice Chancellor GCUF and the other by the contractor. In the case of the said two arbitrators not agreeing, the case shall then be referred to the award of an umpire who shall be an **officer of the Building Department not below the rank of Chief Engineer to be appointed by the Higher Education Commission. The decision of the two arbitrators/umpire as the case may be, shall be final** and binding on the parties concerned. Where the matter involves claim for the payment of recovery or deduction of money only, the amount, if any, awarded in the arbitration shall be recoverable in respect of the matter so referred.

CONTRACT AGREEMENT

(See Clause 6)

This agreement made thisday of 20.....
BETWEEN The Project Director GC University, Faisalabad (on behalf of the Vice Chancellor GC University, Faisalabad) is the one part and
(hereinafter called the Contractor) on the other part.

WHEREAS, tenders have been received by the Project Director GC University, Faisalabad for the construction, completion and maintenance of
(Names of work)

as well as possible new and ancillary works associated therewith which have to be executed in accordance with the contract document, and the tender by the contractor for the construction completion and maintenance of such works has been accepted by the Project Director on behalf of Vice Chancellor GC University, Faisalabad.

NOW, THEREFORE, for and in consideration of the premises, covenants and agreement hereinafter contained and to be performed by the parties hereto, the said parties hereby covenants and agree as follows: -

- (i) In consideration of the covenants and agreements to be kept and performed by the contractor and for the faithful performance of the contract and the completion and maintenance of works embraced therein, according to the specifications, drawings and conditions herein contained and referred to, the Project Director on behalf of Vice Chancellor GC University, Faisalabad shall pay, and the contractor shall receive and accept as full compensation for everything furnished and done by the contractor under this agreement and the tender price stipulated in the contractor's tender at the times and in the manner prescribed by the contract.
- (ii) The said work shall be started within the period specified in Item No. (f) of the Memorandum of work following the receipt of a written order of the Project Director to proceed with, and the contractor shall complete fully the works within the stipulated period reckoned from the commencement of work, subject to such extensions of times as may be granted under the conditions of contract except for maintenance which shall be completed within the period named in Item (g) of the Memorandum hereto Annexed after issuance of final certificate of completion.
- (iii) The following documents shall be deemed to form and be read and construed as part of this agreement: -
 - (a) The said tender and covering letter and subsequent undertaking, if any:
 - (b) Addenda's (if any)
 - (c) The Letter of Acceptance

Contractor

Project Director GCU, FSD.

- (d) The Conditions of Contract
 - (e) Special Provisions
 - (f) The Specifications;
 - (g) The drawings;
 - (h) The bid schedule/ bill of quantities;
- (iv) All disputes or differences between the prices in connection with or arising out of this agreement shall be settled in accordance with the provisions of relevant clause of the Conditions of Contract.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals the day and the year hereinbefore set forth

Signed by.....
(Contractor)

Signed by.....
(Project Director)

.....

for and on behalf of
The Vice Chancellor GC University, Faisalabad

WITNESSES

1.
.....
.....

2.
.....
.....

Contractor

Project Director GCU, FSD.

BANK GUARANTEE

(See Clause 7)

Penal sum of bond

(Express in words and figures)

Know all men by these presents that Mr./Messer.....Whose official address is.....

(Name of contractor)

as Principal(s) (hereinafter referred to as Principal) and the Bank of Punjab or Scheduled Banks(s) of Pakistan (hereinafter appearing in the Schedule of sureties, as sureties (hereinafter some times called the surety at the request of the Principal are held and firmly bound to **The Project Director GC University, Faisalabad**(on behalf of **Vice Chancellor GC University, Faisalabad**) and existing under and by virtue of laws of the Government of the Punjab, in the penal sum of the amount stated above lawful money for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally firmly by these presents:

PROVIDED THAT we, the sureties, bound ourselves is such sum jointly severally' as well as, 'severally' only for the purpose of allowing a joint action or actions against any or all of us and for all other purposes, each surety bonds, itself, jointly and severally with the Principal for the payment of such sum only as set forth opposite its name in the following Schedule.

SCHEDULE OF SURETIES

Name of Bank, Branch and Address	Limit of Liability
_____	_____
_____	_____
_____	_____

The conditions of the above obligation are such that:

WHEREAS the tender of the above bounden Principal has been accepted and he has entered into a contract with the said **Project Director** for the work.....

(Name of work)

on the day.....of20.....

AND WHEREAS under the terms of the contract the aforesaid **Project Director** has required the Principal to furnish a performance guarantee to form part of the contract.

Contractor

Project Director GCU, FSD.

NOW, THEREFORE, it is agreed as follows: -

- (1) If the above bounden Principal shall well-truly and faithfully perform the contract and comply with the fulfill and the under-takings, terms and provisions thereof and satisfy all the obligations of the said Principal arising there under and comply with all covenants therein contained and contained in the Specifications, plan and other instruments constituting a part of the contract, required to be performed by the said Principal, in the manner and within the time provided in the contract or any extension thereof that may be granted by the [Project Director](#) with or without notice to the surety(s) and shall fully Indemnify and the [Project Director](#) for all cost and damages which the [Project Director](#) may suffer by reasons of failure so to do, and shall fully reimburse and repay the said [Project Director](#) all out lay and expenses which may incur in making good any such default and reasonable counsel fee incurred in the prosecution of defense of any action arising out of or in connection with any such default, and shall pay all persons who have contracts directly with the principle for labour and materials; if any, in connection with the work performed under the contract or any addition in or alternation thereto, or if the contract has not otherwise been rescinded by the said [Project Director](#) under the Provisions of Clause 60 of General Conditions of contract, then this obligations shall be null and void and of no effect and virtue.
- (2) The said surety, for value received, hereby stipulate and agree that no change in or in respect of any matter or thing concerning the said contract on the part of the [Project Director](#), extension in time, alteration in or addition to the terms of the contract between [The Project Director](#) and the contractor or to the extent and nature of the work be construed, completed and maintained there under, or the specifications accompanying the same shall in any way affect its obligations, to this guarantee and it does hereby waive notice of any change, extension in time, alteration, or addition to the terms of the contract, or to the specifications.
- (3) The liability of the surety is irrevocable and shall in no case exceed the aggregate amount stated on the top of this guarantee which each surety binds itself and promise to pay the whole or any part of this amount on demand to the said [Project Director](#) without question and without reference to the Principal:

Provided that the notice of demand shall be given by the aforesaid [Project Director](#), in writing to the surety.

IN WITNESS WHEREOF, the above named principal and the surety have executed this instrument under its seal on this day of....., the name and corporate seal of the surety being hereto affixed and these presents duly signed by its undersigned representatives pursuant to the Vice Chancellor GC University, Faisalabad of its governing body.

.....
Principal (contractor)

Address

.....
Sureties 1

Bank of Pakistan Ltd. or

Bank of Punjab

Branch.....

Seal

Signed, Sealed and delivered by the said Principal and sureties in the presence of:

Witnesses

1.

Name

Address.....

.....

2.

Name

Address.....

.....

Contractor

Project Director GCU, FSD.

BANK GUARANTEE

[See Clause 50(b)]

WHEREAS, a contract for the
(Name of work)

(Hereinafter called the work) has been awarded by **The Project Director**(on the behalf of **Vice Chancellor GC University, Faisalabad**) to Mr./Messer.....
(Name of contractor)

(Hereinafter called the contractor).

AND WHEREAS, the contractor has constructed the said work and completed the contract; or part thereof for which a certificate of completion has been given by the **Project Director**.

AND WHEREAS, clause 50(b) of the general conditions of contract provides that the amount of security deposit retained by the **Project Director** in the above work or such portion of the security of the security deposit as the **Project Director** shall determine with respect to a part of the work, having regard to relative value of such part of the work can be released to the contractor, provided the contractor produces a bank guarantee from the Bank of Punjab/Scheduled Bank of Pakistan of an amount equal to the amount of his security deposit as aforesaid, to the effect that the contractor shall repair and replace in all or any of the work mentioned in the contract within the balance period of maintenance after a certificate, final or otherwise of its completion has been given by the **Project Director**.

AND WHEREAS, the certificate of completion of the work or part of the work has been given by the **Project Director** on _____ day of such damages and imperfections up to the _____ day of _____ 20 _____

NOW, THEREFORE, by this guarantee we/M/s. _____ Bank of Pakistan Ltd. _____ Branch _____ (Hereinafter called the guarantor) do hereby hold and bound ourselves, our successors and assigns, jointly and severally to the **aforesaid Project Director** of in a sum of Rs. _____ (Rupees _____).in the manner hereinafter provided in the Guarantee.

The condition of this Guarantee is such that the contractor shall repair and replace at his own expense all the damages and imperfections which become apparent in all or any of the works mentioned in the contract within the period mentioned in item (I) of the memorandum annexed with the contract, after a certificate, final or otherwise of its completion, beginning from the _____ day of _____ 20 _____ has been given by the **Project Director** in his satisfaction, his successors in Office, or assigns, except as a result of the consequences of war hostilities, whether direct or indirect (whether war be declared or not) invasion, act of foreign enemy, rebellion, revolution, insurrection, military or usurped power, civil war, or riots (otherwise than among the contractor's own employees) commotion or disorder, failing which the guarantor binds himself guarantee his successor or assigns, on demand and without question and without reference to the contractor, a sum hereinbefore mentioned above.

Contractor

Project Director GCU, FSD.

Provided that the notice of demand of the said sum of Rs. _____ (Rupees _____) shall be given to the guarantor) in writing by the **Project Director** or his successor in office or assigns.

Provided further that this guarantee shall be irrevocable and the liability of the guarantor under this guarantee shall in no case exceed the aggregate sum of Rs. _____ (Rupees _____) and shall cease after _____ days of _____ 20 _____.

IN WITNESS WHEREOF, we the said guarantor have set out our hands to this deed of guarantee this _____ day of _____ 20 _____ pursuant to the Vice Chancellor GC University, Faisalabad of its governing body.

Guarantor _____

Name _____

Branch _____

Signed, sealed and delivered by the sand guarantor in the prescribed form.

Witnesses:

1. _____

Name _____

Address _____

2. _____

Name _____

Address _____

Contractor

Project Director GCU, FSD.

**“FORM D.F.R (P.W.) 28-A”
(Referred to in Rule 7.36)**

FORM OF GUARANTEE

WHEREAS a contract for work has been awarded by **The Project Director**(on behalf of Vice Chancellor GC University, Faisalabad) to M/s. _____ (hereinafter called the contractor).

AND WHEREAS under the terms of the said contract the **Project Director** has agreed to advance a sum of Rs. _____ to the contractor for execution of the said work. The said amount shall be recovered after lapse of 20% contract period or after the execution of the 20% of the work (financial terms), whichever is earlier. The rate of recovery shall be 25% of the value of work done in each interim pay certificate (running bill).

AND WHEREAS the **Project Director** has required the contractor to furnish a bank guarantee from any scheduled bank for securing the payment of the sum advanced thereon:-

It is agreed as follows:-

1. I _____ acting on behalf of _____ (hereinafter called guarantor) hold and firmly bind to the **Project Director** in the sum of Rs. _____ (Rupees _____) payable on the same sum given as mobilization advance to the contractor.
2. The guarantor hereby undertakes to pay the said amount payable to the **Project Director** on demand in case the contractor makes a default in the payment of said amount under the terms and conditions of the contract.
3. The guarantee shall be irrevocable and shall remain in force till the sum advanced payable thereon has been repaid in full by the contractor.
4. The liability of the guarantor shall in no case exceed the aggregate amount of Rs. _____ (Rupees _____) payable thereon for the payment of which the guarantor hereby undertakes to bind itself and promises to pay the whole or any portion of this amount to the **Project Director** without making a reference to the contractor.

IN WITNESS whereof we the said guarantor have set out hands to this deed of guarantee this _____ day of _____ 2021.

Guarantor (Scheduled Bank)

Contractor

Project Director GCU, FSD.