# Bidding Documents
# for Execution of Works

**Name of the Work:** Construction of Office of the Director Academic and Director Student Affairs & Smart Class Room along with Equipment Room at GC Women University, Sialkot.

**Approximate Cost: 16,79,760/- PKR (Exclusive PST)**

**Earnest Money: 33,600/- PKR**

**Time Limit: 3 Months (90 Days)**

**Name of Contractor:_____**

**Deposit–At-Call No: _____**

**Tender Fee Amounting to Rs_____**

**Received vide receipt No._____ Dated: _____**

**Adopted from Government of the Punjab amended version dated: 07-12-2007**

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## GENERAL DIRECTIONS FOR THE GUIDANCE OF THE TENDERERS

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 etc.), contract documents, including bill of quantities, estimated rates and any other document required in connection with the preparation of tender or execution of works, signed by the Engineer-in-charge 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 Engineer-in-charge and the rates at which they are to be charged for (annexed here to) shall be filed in the office of the Engineer-in-charge 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, 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 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 Engineer-in-charge shall not assume any responsibility regarding information gathered, interpretation or deduction which the tenderer may arrive at, from the data that may be furnished with the contract documents.

8. a) The tenderer shall fill up the bid schedule.

   b) 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 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, the Engineer-in-charge shall fill in the blanks by nothing the word "Nil" in such blanks 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 provision, his tender shall be rejected and the earnest money forfeited.

10. The tender which 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 Engineer-in-charge, 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 filling the form 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 rewritten legibly and attested by the tenderer. 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 by the Engineer- in-charge, 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 clause(s) sheet(s), provided by the Engineer-in-charge.

13. The quantities mentioned in the bid schedule are estimated quantities, to be used for preparing tenders, and the Engineer-in-charge does not expressly nor by implication agree that the actual amount of works to be performed will correspond there with. 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 the unsuccessful tenderers shall normally be returned by the Secretary Works Committee/Campus Management Committee, Govt. College Women University, Sialkot (GCWUS) 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 the tenders. In the event of the tender being accepted, a receipt of the earnest money forwarded therewith, shall there upon be given to the contractor. The earnest money of the successful tenderer on execution of the contract covering 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 times 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 GCWUS, 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 a 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 a competent court, in which shall be stated precisely, the conditions under which it shall function, its period of validity, the person(s) authorized to represent it and accept its obligations the participation of several firms forming the joint venture and any other information necessary to permit a full appraisal of its function.

    (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 or individuals 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 in so far 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 work.

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 Engineer-in-charge 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 envelops 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 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 respect 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 (Secretary Works Committee/Campus Management Committee GCWUS), (b) and bear the following identifications: 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 is otherwise unacceptable. If the outer envelope is not sealed and marked as instructed above, the Engineer-in-charge 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 notices may be legally served on him and at which all correspondence in connection with his tender and the contract is to be sent.
21. The presentation of tender implies full acceptance on the part of the tender of these instructions and all other conditions set forth in the contract document.
22. Any tender received by the (Secretary Works Committee/Campus Management Committee GCWUS) after the deadline for submission of tenders prescribed in the Notice Inviting Tenders will be returned unopened to the tenderer.
23. The Engineer-in-charge or his duly authorized officer (not below the rank of Assistant Engineer / Sub Divisional Officer) will open tenders in the presence of intending tenderers or their authorized agents, who may be present at the time. 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 Engineer-in-charge will undertake a detailed evaluation of tenders. The Engineer-in-charge 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 Engineer-in-charge 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 Engineer-in-charge at the time of opening tenders, 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 Engineer-in-charge 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 cable, 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 Engineer-in-charge 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 Scheduled Bank ranging from 5% to 10% as under, within 15 days of issuance of notice or with in 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% |

Note: And further clarified by the Finance Department vide this Notification No. RO (Tech.) FD-1-2/83. VI (P) dated 24-01-2006 that if contractor quote rates 11% below the technically sanctioned and then the corresponding additional security @11% (or subsequent %age below the estimated cost) shall be deposited.

26-B) Lowest evaluated bidder shall, within 15 days of receipt by him of a notice in this regard, furnish to the tender approving authority in cash, bank draft, cashier's cheque, payment order of bank guarantee (valid for three months beyond completion time/extend completion time) from any scheduled Bank of Pakistan, the amount to make up performance security & or additional Performance Security, where required and specified in the tender in item (h) of Memorandum of work. Should the lowest evaluated bidder refuse or fail of any reason to furnish the performance security within the specified time, it should constitute a just cause for rejection of his tender and in the event of such rejection the entire earnest money shall be fortified to government as compensation for such default.

27. The Engineer-in-charge shall have the right of rejecting all or any of the tenders without assigning any reason thereof. The Engineer-in-charge 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 Engineer- in-charge will notify the successful tenderer by cable 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. The Engineer-in-charge will notify acceptance of the tender to the successful tenderer. The contract agreement may be obtained by the contractor from the office of the Senior Engineer, GCWUS at his own cost. Within fifteen (15) days of receipt of the form of agreement, the successful tenderer shall furnish the performance security (5% the contract price) and sign the contract in the presence of the Engineer-in-charge.
31. After the successful tenderer has signed the contract and furnished adequate performance security the Engineer-in-charge will notify to the unsuccessful 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.

TENDER FOR WORK

To

The Chief Engineer,

GCWUS.

Dear Sir,

I / we

_____

(Name of the contractor)

The undersigned tenderer, having examined the conditions of contract, specifications, drawings, bid schedule and addenda Nos._____Thereto, for the work of _____

(Name of 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, a 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_____Bank _____Branch_____drawn in your favour or made payable to you as earnest money, the full value of which will be absolutely forfeited to GCWUS without prejudice to any other rights or remedies of the said University, 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 GCWUS 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 contract agreement in the form set out in the contract document within fifteen (15) days following your notification of such acceptance.

Contractor

Senior Engineer

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 call receipt is enclosed herewith is to be absolutely forfeited to the GCWUS. 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 Government the sums of money mentioned in the said conditions.

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 5 (five) 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 Engineer-in-charge.

5. I /we also agree that when materials and / or equipment for the work are provided by the GCWUS 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 thirty (30) 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 for all purposes to be 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) Name

_____

Address _____

_____

Dated this_____Day

Of_____2021

The above tender is hereby accepted by me on behalf of Govt. College Women University Sialkot.

_____

Signature of the Senior Engineer)

In case the above address is changed, the contractor will immediately notify in writing to the Chief Engineer, his new address.

# MEMORANDUM OF WORK

**(To be filled in by the GCWUS Department)**

(a) General Description _____

(if several sub works are included, they should be detailed in a separate sheet)

_____

_____

(b) Estimate cost Rs. _____

_____

(c) Amount of earnest money to accompany the tender Rs. _____

(to be furnished by the tenderer in the shape of deposit at call from a scheduled Bank of Pakistan)

(d) Percentage of security deposit to be retained from the bills.

i. On the amount of work done upto 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. _____

(f) Mobilization period _____ days

(g) Time allowed to complete the work after the expiry of mobilization period _____ days.

(h) Amount of performance security of Rs _____ in the form of Bank Guarantee (see contract conditions clause 7 and general direction 26 (A), five (5) percent of the accepted tender price in case of tenders with cost exceeding Rs. 50 million and as per condition 26(A) for all tenders.

(i) Period of maintenance (after the date of issuance of certificate of completion)

_____

Contractor

Senior Engineer

# BID SCHEDULE

# BID SCHEDULE (contd.)

**Name of the Work:** Construction of Office of the Director Academic and Director Student Affairs & Smart Class Room along with Equipment Room at GC Women University, Sialkot.

**Total Tendered Amount of the Work**

(To be filled in by the Tenderer)

**Grand Total RS._____**

**(In Words) Rupees**

_____

Contractor

Senior Engineer

GENERAL CONDITIONS OF CONTRACT DEFINITIONS
AND INTERPRETATIONS

**Definitions Clause 1**

In the contract (as herein after defined) the following words and expressions shall have the meaning 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 Engineer-in- charge pursuant to clause 40 of these conditions;
3) *"Contract"* means the contract agreement, the documents set out therein and includes the conditions of contract, the tender and acceptance thereof, the specifications, the drawings, the bid schedule, schedule of rates and the prices;
4) *"Contractor"* means the person or persons, firm or company whose tender has been accepted by the Engineer-in-charge, 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) *"Drawings"* 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 Engineer-in-charge;
8) *"Engineer-in-charge"* means the Chief Engineer or any other officer who for the time being and from time to time is in charge of the works and includes an officer appointed by the GCWUS to act as Engineer-in-charge for the purposes of the contract;
9) *"Government" means the Government of the Punjab;*

9-a) "GCWUS" means Govt. College Women University Sialkot.

*9-b) "Item Rates" means the rates determined on the basis of the market rates system(MRS) introduced by the Government in replacement of the Composite Schedule of Rates 1998 through Finance Department Notification NO.R.O(Tech.)F.D.2-3/2004 dated:02-08-2004*

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 Engineer-in- charge and shall be calculated from the date of the certificate of completion given by the Engineer-in-charge in accordance with clause 40 hereof or in the event of more than one certificate having been issued by the Engineer-in-charge 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 Engineer-in-charge during the period of maintenance;
12) *"Programmed of work"* means the programme of work submitted by the contractor and approved by the Engineer-in-charge and includes an amendment thereto made from time to time and approved by the Engineer-in-charge.
13) *"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 part or street, which may be allotted or used for the purpose of carrying out the contract or any lands or places provided by the Engineer-in-charge 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;

14) *"Specifications"* means the specification referred to in the tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Engineer-in-charge;

15) *"Temporary Works"* means all temporary works of every kind required in or about the construction, completion or maintenance of the works;

16) *"Works"* means the works to be executed in accordance with the contract and includes any permanent work as required for the performance of the contract.

**Clause 2**

Marginal headings for information only

The marginal headings, the words, notes, titles and phrases used in these general conditions and documents attached hereto, are strictly for information and direction 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 or of the contract.

**Clause 3**

Term to include Designation of Corresponding Post

The term "Chief Engineer" used in the contract and the documents attached thereto, shall be taken to include the terms "Executive Engineer" or the holder of the corresponding posts in relation to the work.

**CONTRACT DOCUMENTS**

**Clause 4**

Documents Manually Explanatory

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 as 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 Engineer-in-charge 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 Engineer-in-charge 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 to anticipate, the Engineer-in-charge 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.

**Clause 5**

Custody of Drawings

1) The drawings shall remain in the sole custody of the Engineer-in-charge but two sets of the detailed or working drawings will be obtained by the contractor free of cost from the Engineer-in-charge 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 Engineer-in-charge 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 Engineer-in-charge that these drawings are not replicated or passes on to others or used by any other agency / person.

One copy of Drawing to be kept on 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 used by the Engineer-in-charge or by any of his superior officer or by any person authorized by the Engineer-in-charge in writing.

Further Drawings and instructions

4) The Engineer-in-charge 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 contactor shall carry out and be bound by the same. The contractor shall give adequate notice in writing, to the Engineer-in-charge of any such further drawing and instructions that contractor may require for execution of works or otherwise under the contract.

## GENERAL OBLIGATIONS

**Clause6**

Contract agreement

The contractor shall, when called upon so to do by the Engineer-in-charge enter into and execute a contract agreement in the form annexed.

**Clause 7**

Performance Security

The contractor shall (a) within 15 days of the receipt by him of the notification of the acceptance of his tender furnish to the Engineer-in-charge in cash, Bank draft, Cashier's Cheque or payment order or Bank Guarantee from the bank of Punjab or any scheduled bank of Pakistan, the amount to make up the full performance security where required and specified in the tender, and / or (b) permit GCWUS at the time of making and payment to him for work done under the contract 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 the sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of sufficient part of his performance security, and in the event 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 and 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 Engineer-in-charge. The performance security deposit lodged by a contract (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.

**Clause 8**

i) The contractor shall if so required by the Engineer-in-charge submit in writing to the Engineer-in-charge within the period specified by him for his approval a Programme 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 indirect relation to the; time period started 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 date 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 Engineer-in-charge and the contractor within the limitation of time imposed in the contractor documents.

Programme of work to be furnished it so required by Engineer-in-charge

ii) The contactor shall also, whenever required by the Engineer-in-charge, 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 the work and of the constructional plants or temporary works which the contractor intends to supply, use or construct, as the case may be.

iii) The submission to and approval by the Engineer-in-charge of such Programme, or the furnishing of such particulars or information shall not relieve the contactor of any of his duties or responsibilities under the contract

iv) In the event of the non-submission of the Programme or revised/ amended programme of work by the contractor for approval by the Engineer-in-charge within the period specified by the Engineer-in-charge, the contractor shall be liable to pay as compensation an amount, equal to ¼ % per day or such smaller amount as the Engineer-in-charge (whose decision in writing shall be final) may decide on the total tendered amount of the work, subject to maximum of 2% of contract amount.

Action when Programme not submitted in time

**Clause 9**

The contractor shall be responsible for the true and proper setting out of the work in relation to original points, lines and levels of reference given by the Engineer-in-charge in writing and for the correctness (subject as above mentioned) of the position, levels, dimensions and alignments of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the work,

Setting out

any error shall appear or arise in the position, levels, dimensions, or alignment or any part of the works, the contractor on being required so to do by the Engineer-in-charge, shall at his own expense, rectify such error to the satisfaction of the Engineer-in-charge unless such error is based on incorrect data supplied in writing by the Engineer-in- charge in which case the expenses of rectifying the same shall be borne by the Government. The checking of any setting out or of any line or levels by the Engineer-in-charge shall not in any way relieve the contractor of his responsibility for the correctness thereof, and the contractor shall carefully protect and preserve all points, marks, lines, levels, bench marks, site-rails, pegs, slope stakes, batten boards for location, and other things used in setting out the works.

**Clause 10**

Work to be executed in accordance with the specification drawings orders etc

The contractor shall execute the 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 specification. 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 Engineer-in-charge 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 propose of inspection during office hours. The contractor shall, if so required; be entitled at his own expenses to make or cause to be made copies of specifications,
and of all such designs, drawings and instructions as aforesaid.

**Clause 11**

Action where no specifications are provided

In the case of any class of work for which there is no such specification as mentioned in para-2 of 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, in accordance with the specification 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 Engineer-in-charge.

**Clause 12**

Work to be under direction of Engineer-in- charge

All works to be executed under the contract shall be executed under the directions and subject to the approval in the respects, of the Engineer-in-charge who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

**Clause 13**

i) Lighting at Night work

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 Engineer-in-charge.

ii) Watching and Lighting

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 watch men, when and where necessary or required by the Engineer-in-charge, for the protection of the works or for the safety and convenience of the public or others.

**Clause 14**

Arrangements to safeguard danger to unfinished work

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 GCWUS.

**Clause 15**

Contractor to supply plant, leaders, scaffolding, etc

The contractor shall supply at his own cost all materials (except such material, if any as may in accordance with the contract be supplied from the departmental store) constructional plants, tools, appliances, implements, ladder, 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 Engineer-in-charge as 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 material 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 Engineer-in-charge 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. 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 precautions and to pay any damages 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 person.

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

**Clause 16**

Notice to be given before the work is covered up

The contractor shall give not less than five days' notice in writing to the Engineer-in-charge or his subordinates in charge of the work, 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 Engineer-in-charge or his subordinate in charge of the work. If any work is 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.

**Clause 17**

Contractor's employees

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 assistance as are skilled and experienced in their respective callings, and such sub-agents, foremen and leading hands as are competent to give proper supervision of the work, they are required to supervise, and

b) Such skilled, semi-skilled and unskilled 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 Engineer-in-charge 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 Engineer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer-in-charge to be undesirable, and the contractor shall comply with the request forthwith.

ii) No such agent, workman, foreman or other employees after his removal from the work by request of the Engineer-in-charge 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 Engineer-in-charge.

**Clause 18**

Whole time Qualified technical personnel for supervision of work

(a) The contractor shall employ for each contract, whole time qualified technical personnel to the satisfaction of the Engineer-in-charge for the supervision of the work at the scale give below;-

On contracts valuing;-

i) Upto Rs. 7.5 million — One diploma engineer

ii) Exceeding Rs. 7.5 million — One senior graduate engineer and One junior graduate engineer

(b) If the contractor fails to employ the qualified technical personnel to the above scale, the Engineer-in-charge 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.

**Clause 19**

Opportunities for other contractor

The contractor shall in accordance with the requirements of the Engineer-in-charge 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 GCWUS, 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 GCWUS or the written request of the Engineer-in-charge, he shall be

paid a reasonable sum as determined by the Engineer-in-charge or paid according to provision in bid schedule if already made therein.

**Clause 20**

Damage to persons and property

1) The contractor shall indemnify and keep indemnified the GCWUS against all losses and claims for injuries or damage caused to any person or any property whatever, (other than surface or other damage to land or crops being on the site suffered by tenants of 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 whatever in respect of or in relation thereto. Provided always that noting herein contained shall be deemed to render the contractor liable for, or in respect of or to indemnify the GCWUS 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 GCWUS 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 or light, air, way or water, or other assessment of quasieasement which is the unavoidable result of 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 GCWUS, its agents, servants or other contractors (not being employed by the contractor) or for or in respect of any claims, demand , 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 define in the specification or shown on the drawings in which land and crops will be disturbed or damaged as inevitable consequence of carrying out the works.

Indemnity by the GCWUS

2) The GCWUS 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 provision to sub-clause (1) of this clause.

Note: The limit of various departments for the application of this clause is as follows:-

| | | |
|---|---|---|
| 1) | Buildings | Contracts exceeding Rs. 5 Million |
| 2) | Public Health Engineering | Contracts exceeding Rs. 5 Million |
| 3) | Highways | Contracts exceeding Rs. 10 Million |

| | | |
|---|---|---|
| 4) | Irrigation | The clause would not apply |
| 5) | Housing and Physical Planning | Contracts exceeding Rs. 5 Million |

The clause may be adopted in contracts of smaller amount wherever so directed by the Vice Chancellor.

**Clause 21**

Work to be open to inspection

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 Engineer-in-charge or his subordinate, and the contractor shall at all times during the usual working hours and at all other times for which reasonable notice of the intention of the Engineer-in-charge, his senior of his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instruction or have an agent, duly accredited in writing present for that 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.

Contractor or his responsible agent to be present

**Clause 22**

Giving of notices and Payment of fees

i 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 any regulation or by–laws of any local or other duly constituted authority 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.

ii 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 by-laws of any local or other duly constituted authority, 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 GCWUS indemnified against all penalties and liabilities of every kind for breach of any such statutes, ordinance or law, regulation of by-laws.

Payment of income tax and other taxes.

iii 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 GCWUS and the rates and prices stated in the bid schedule shall be deemed to cover all such taxes.

**Clause 23**

Cost of bonds

The cost of various bonds to be entered into and executed between the contractor and the Engineer-in-charge shall be in all respects, at the expense of the contractor.

**Clause 24**

Change in the constitution of firm

In the case of tender by partners, any change in the constitution of the firm, joint venture, company or corporation shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

**Clause 25**

Photographs and advertisements

Photographs of the works shall be taken by permission of the Engineer-in-charge. Only signs or other advertisement approved by the Engineer-in-charge may be displayed at or near the works. Photographs of the works shall not be published without prior written approval of the GCWUS, which shall not be unreasonably withheld.

## ASSIGNMENT AND SUB-LETTING

**Clause 26**

Assignment

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 Engineer-in-charge.

**Clause 27**

Subletting

the contractor shall not sublet the works or any parts thereof except where otherwise provided by the contract, without the prior written consent of the Engineer-in-charge 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 agents, servants or workmen. Provided always that the provision of labour as a piece work basis shall not be deemed to be a subletting under this clause.

**Clause 28**

Quantity of material and workmanship and tests

1) All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the instructions of the Engineer-in-charge and shall be subjected from time to time to such tests as the Engineer-in-charge 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 material 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 material before incorporation in the works for testing, as may be selected and required by the Engineer-in-charge.

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 bill or quantities but if not then at the cost of the GCWUS.

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 bill of quantities 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 purpose which it was intended to fulfill) is particularized in the specifications or bill of quantities in sufficient detail to enable the contractor to price or allow for the same in his tender.

Cost of tests etc. not provided for

4) If any test is ordered by the Engineer-in-charge which in either:-

a) Not so intended by or provided for ; or

b) (in the cases above mentioned) is not so particularized; or

c) Through so intended by or provided for is ordered by the Engineer-in-charge to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the material 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 Engineer-in-charge but otherwise by the GCWUS.

**Clause 29**

Constructional material fittings, etc .to conform to representative samples approved by Engineer-in-charge

Before any construction material fitting is brought to the site of work, the contractor shall submit to the Engineer-in-charge representative samples of the material fitting, etc. he proposes to use. The samples after approval will be retained by the Engineer-in-charge in his custody the contractor shall be responsible for ensuring that materials and 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 Engineer-in-charge.

**Clause 30**

Store to be supplied by Government

If the specification or the estimate of the work provides for the use of any special description of material and equipment to be supplied from the Engineer-in-charge's store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in- charge (such materials , stores and equipment and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meanings or effect of this contract specified in the schedule of memorandum hereto annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purpose of the contract only; and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums due or to become due, to the contractor, under the contract or otherwise; or against or from the security deposit. All materials supplied to the contractor shall remain the absolute property of the Government , and shall not , on any account be removed from the site of works without the written permission of the Engineer-in-charge, and shall at all times be open to inspection of the Engineer-in-charge, any such material unused or in perfectly good condition at the time of the completion or termination of the contract shall be returned to the Engineer-in-charge 's store, if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him, as aforesaid being unused by him, or for any wastage in or damage to any such materials.

**Clause 31**

Action and compensation payable in cases of bad work.

If it shall appear to the Engineer-in-charge or to his subordinate in charge of the work, 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 quality inferior to that contracted for, or otherwise not in accordance with the contract the contractor shall on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, 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 Engineer-in-charge in his demand aforesaid, then the Engineer-in-charge 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 own workman or by other contractor and recover from the contractor towards the cost thereof a sum equal to the sum actually incurred by the Engineer-in-charge (whose certificate as to the amount of the work shall be final and binding on the parties plus departmental charges on the amount so incurred equal to ten (10) percent or such small amount as the Engineer-in-charge (whose decision in writing shall be final) may decide, and deduct the same from any money due or that becomes due to the contractor under this contract or on any account whatsoever, due by Government to the contractor. Measures of rectification will be decided by the Engineer-in-charge and may include additional work necessary to strengthen or set right the unusual work carried out by the contractor.

**Clause 32**

Applications of labour laws and rules

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 there under, inforce from time to time.

**Clause 33**

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

**1)** In every case in which by virtue of the provision of section 12, sub section (1) of the workman's Compensation Act 1923, GCWUS is obliged to pay compensation to a workman employed by the contractor in execution of the work, GCWUS will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the GCWUS under section 12, sub section (2) of the said Act. GCWUS 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 GCWUS to the contractor, whether under the contract or otherwise.

**2)** GCWUS shall not be bound to contest any claim made against under section 12, sub section (1) of the said Act, except on the written request of the contractor and upon his giving to the GCWUS full security for all costs for which GCWUS right become liable in consequence of contesting such claims.

**Clause 34**

Use of donkeys and other animal

i. No contractor shall use donkeys or other animals with breaching of string or thin rope. The breaching must be at least 75 mm wide and should be of tape (Nawar).

ii. No animal suffering from sores, lameness or emaciation or which is immature shall be used on the work.

## COMMENCEMENT, TIME AND DELAYS

**Clause 35**

Commencement of work

The contractor shall commence the work 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 Engineer-in-charge and shall proceed with the same with due diligence and without delay, except as may be expressly sanctioned or ordered by the Engineer-in-charge or be wholly beyond the contractor's control.

**Clause 36**

Time for completion

Subject to any requirement in the specification as to the completion of any portion of the works before completion of the whole, the whole of the works shall be completed within the time stated in the memorandum or such extended time as may be allowed under clause 37 thereof.

**Clause 37**

Extension of Time for completion

If by reasons of the amount of extra or additional work of any kind or variation of from, quality or quantity of the works or any part thereof ordered by the Engineer-in-charge or on the ground of his having been unavoidable 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 Engineer-in-charge 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 Engineer-in- charge within thirty days of the date of such circumstances, the full and detailed particulars of the claim on account of which he desires an extension as aforesaid. The reasonable grounds shown therefore by the contractor are such as fairly to entitle the contractor to an extension of time for the completion of the work, authorize him 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.

**Clause 38**

No work at night or on Sundays /Public Holidays

Subject to any provision to the contrary contained in the contract, none of the permanent work shall save as here in after provided be carried on during the night or on Sundays or public holidays without the permission in writing of the Engineer-in-charge 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 Engineer-in-charge. 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.

**Clause 39**

a) Compensation for delay

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence in accordance with the programme of work as approved by the Engineer-in-charge or any amended programme of work approved by the Engineer-in-charge 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 maximum of 10% or such smaller amount as the Engineer-in-charge (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 uncommenced or unfinished after the proper date.

b) Rate of progress

In order to ensure good progress during the execution of 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 programme of work or any revision or amendment to it approved by the Engineer-in-charge. In the event of the contractor failing to comply with this condition, without sufficient reasons acceptable to the Engineer-in-charge, he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the Engineer-in-charge (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.

c) Compensation for inadequate funds

If the funds required for completion of contract are not provided within two years of the stipulated date of 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

**Clause 40**

Certification of completion of work

Without prejudice to the right of the GCWUS under any such clause(s) herein contained, as soon as in the opinion of the Engineer-in-charge , the works shall have been substantially completed and shall have satisfactory passes any final test that may be prescribed by the contract, the Engineer-in-charge will issue to the contractor a certificate of completion in respect of work, and the period of maintenance of work shall commence from the date of such

certificate, provided that the Engineer-in-charge 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 the date of such certificate. Provided also that a certificate of completion given in accordance with the foregoing provisions 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 or tis 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 work and road structures, water supply, sewerage or drainage works, sanitary installation, 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, nor until the works shall have been measured by the Engineer-in-charge whose measurements shall be binding and conclusive against thecontractor.

If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffoldings, surplus materials of all kinds and rubbish as aforesaid and cleanings of dirt on or before the date fixed for the completion of the works, the Engineer-in-charge 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 dirt, 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 kind as aforesaid, except for any sum actually realized by sale thereof.

## ALTERATIONS, ADDITION AND COMMISSIONS

**Clause 41**

Alternation in specifications and drawings

The Engineer-in-charge shall have power to make any alteration in, omission from, addition to, or substituted 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 Engineer-in-charge and such alternations, omission, 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 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

Alternations omissions of substitution do not invalidate the contract

Extension of time in consequence of alterations

altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion.

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 item rates enforced at the time of receipt of tenders with reference to which the tender for the work was submitted by the contractor.

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 bid schedule or not available in MRS enforced at the time of receipt, then the contractor shall within seven days of the date of receipt of the orders to carry out the work inform the Engineer-in-charge or the rate which it is his intension to charge for such items of work, and if the Engineer-in-charge 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 Engineer-in-charge of the proposed rate, the Engineer-in-charge 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 rate 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 GCWUS will not be bound to entertain any claim on this account. The interpretation of the Engineer-in- charge in the event of any dispute due to any ambiguity in the specification or nomenclature shall be binding and final.

**Clause 42**

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

If at any time after the commencement of the work, the Engineer-in-charge shall for any reason whatsoever, not require the whole thereof as specified in the tender (bid schedule annexed hereto) to be carried out, or increase or decrease in the quantity of work included in the contract or omit any such work, or change the contract or quality or kind of 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 Engineer-in-charge 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 specification, 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 alteration, additions omissions or adjustments (other than those 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 1 (one) of this 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 because of price variation under clause 55 hereof), as a result of the requirement of the Engineer-in-charge the amount of the contract price shall be adjusted by such sum(s) as may be determined by the Engineer-in-charge and the contractor. In the event of disagreement, the Engineer-in-charge 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 over heads.

## MAINTENANCE AND DEFECTS

**Clause 43**

Period of Maintenance

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 Engineer-in-charge in accordance with clause 40 hereof or in the event of more than one certificate having been issued by the Engineer-in-charge 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 work of repair etc.

2) The works shall at or as soon as practicable after expiration of the period of maintenance be delivered to the Engineer-in-charge in as good and perfect condition (fair wear and tear excepted) to the satisfaction of the Engineer-in-charge 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, other faults as may be required of the contractor in writing by the Engineer-in-charge 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 Engineer- in-charge prior to its expiration.

Cost of execution of works or repair etc.

3) All such works shall be carried out by the contractor at his own expense, if the necessary thereof shall, in the opinion of the Engineer- in-charge, 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 Engineer-in-charge such necessary 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.

4) Remedy of contractor's failure to carry out work required

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

**Clause 44**

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

If the contractor or his work people, or servant shall break, deface, injure or destroy an 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 fitting and electric installation, 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 Engineer- in-charge as aforesaid, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expenses (of which the certificate of the Engineer- in-charge shall be final) from any sums that may then, or at any time thereafter may become due to the contractor, or from his security deposit.

## ADVANCES TO CONTRACTORS

**Clause 45**

Secured advance on materials brought to site

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 Engineer-in-charge shall assess the value of such materials and the contractor may be paid an advance upto an

amount not exceeding seventy-five percent (the decision of the Engineer-in• charge as to this percentage shall be final) of the value of the materials assessed by the Engineer-in-charge. The materials shall remain the property of the GCWUS and the contractor shall not remove it from the site without the written permission of the Engineer-in-charge. The contractor shall be responsible for any loss to the materials due to the contractor 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.

## PAYMENTS

**Clause 46**

Bills to be on prescribed form

The contractor shall submit all bills on the form prescribed by the Engineer-in-charge to be had on application at the office of the Engineer-in-charge 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 the tender, at the rate hereinafter provided for such works.

**Clause 47**

Bills to be submitted monthly

The contractor shall submit each month on or before the date fixed by the Engineer-in-charge 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 Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible adjusted, if possible, before the expiry of ten days from presentation of the bill subject to the condition laid down in item(s) of the memorandum of work. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the work in the presence of the contractor or otherwise and the Engineer-in-charge may prepare a bill from such measurements, which shall be binding on the contractor in all respect.

**Clause 47-A**

Payment of items with imbalance rates

If a contractor quotes such disproportionate rate in his tender which deviate from the rate provided in the technically sanctioned estimate, the payment of items whose rates are lower will be made at tendered rate(s) in full on the execution of items (s) but the payment of item whose rates are **higher** shall be made at the rates depicted in technically sanctioned estimate, on the execution of such items, the balance payment shall be withheld by the Engineer-in-charge till the completion of the work of items for which low rates

have been quoted.

**Clause 48**

Deduction of security deposit

At the time of making any payment to the contractor for the work done under this contract, the Engineer-in-charge 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 toward 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 of other sums of money payable by the contractor to the GCWUS 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 GCWUS on any account whatsoever, and in the event of his security deposit being reduced by such deduction, 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.

**Clause 49**

Conversion of security deposit into profit bearing securities.

If the contractor so desires and makes a written request to the Engineer-in-charge 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 security at the cost of the contractor, the amount of, security deposit retained from 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 of Pakistan Ltd.
5) Allied Bank of Pakistan Ltd.
6) The Bank of Punjab.

and pledged in the name of the Treasurer GCWUS.

**Clause 50**

Refund of Security deposit.

a) The amount retained as security deposits shall not be refunded to the contractor before the expiry of six (6) months in the case of original works valuing up to Rs. 5 million and twelve 12 months or even more, as may be determined by the Engineer-in-charge with the prior approval of the Works Committee/Campus Management Committee GCWUS, in the case of works valuing above Rs. 5 million, after the issue of the certificate of completion of the work under clause 40 hereof by the Engineer-in- charge provided that in case the contractor is required by the Engineer-in-charge 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 Engineer-in-charge.

b) Should the contractor so apply in writing to the Engineer-in-charge 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 Engineer-in-charge 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 Engineer-in-charge, for the same amount covering the balance of period of maintenance, to the effect that the contractor shall fulfill his obligations under clause 43 and 44 of the contract.

c) Subject to the conditions stipulated in sub-clause (a) of this clause, in the case of contractors 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 Engineer-in-charge.

**Clause 51**

Payment on intermediate certificate to be regarded as advance.

The contractor shall on submitting the bill be entitled to receive a monthly payment proportionate to the part thereof then approve and passed by the Engineer-in-charge, 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 Engineer-in-charge, 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

**Clause 52**

Final bill to be submitted within. one month

The final bill shall be submitted by the contractor within one month of the date fixed for completion of the works, otherwise the Engineer-in-charge's certificate of the measurement and of the total amounts payable for the works accordingly, shall be final and binding on all parties.

**Clause 53**

Procedure for payment to firms

The department may refuse or suspend payment on account of a work when executed by a firm, or by a contractor on described in their tender as a firm, unless receipts are signed by all the parties, or one of the partners or some other person producing power of attorney enabling him to give actual receipts on behalf of the firm.

**Clause 54**

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

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 Government, 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

**Clause 55**

Price Variation

1) Where any variation (increase or decrease), to the extent of 5% or more, in the price of any of the item mentioned in sub-clause (2) below takes place after the acceptance of tender and before the completion of contract, the amount payable under the contract shall be adjustable to the extent of the actual variation in the cost of the item concerned.

2) No price variation under the clause shall be admissible except in respect of the following items:-

i. Cement
ii. Steel
   a) M. S Bars (plain and deformed)
   b) M.S. sections.
   c) High Tensile steel wire.
   d) M.S and G.I. Pipes,
iii. Asbestos Cement Pipes.
iv. P.V.C. Pipes.
v. R.C.C/P.C.C. Pipes.
vi. Bitumen.
vii. High Speed Diesel.
viii. Bricks
   a. Bricks
   b. Tiles
   c. Gutka
ix. Stone aggregate
   a. Stone metal for sub base.
   b. Stone metal foe base course.
   c. Crushed bajjri.
x. labour

3) The base price for the purposes of calculation of the price variation shall be the price prevalent in the month during which the last day of the submission of tender falls.

4) The price variation under this clause shall be worked out on the basis of the price of the particular item prevalent in a particular District on first day of each month as per price list of such manufacturers or suppliers at such places as are notified by the Finance Department from time to time. The prices of the manufacturer or supplier at the place(s) so notified shall be applicable to the particular District or the entire Punjab (where district wise list of manufacturers or suppliers has not been notified).

5) If no notification in respect of any of the item mentioned in sub-clause (2) is issued under sub-clause (4) no price variation shall be admissible in respect of that item during that month.

6) The amount payable or deductible in respect of items No.(i) to (x) of sub-clause (2) shall be calculated on the basis of the quantity of the item actually consumed on the work during the month.

7) The amount payable or deductible in respect of item No.(v) of sub clause (2) shall be calculated on the basis of the actual quantity of cement and steel bars used in the manufacture of the pipes during the month.

8) No escalation shall be allowed to the contractor in respect of the period extended for the completion of the work due to his own fault.

9) If, under the existing codal rules, secured advance is paid on all or any of the imperishable items mentioned at (ii) to (v) &(vii) to (ix) in sub-clause (2) above, no price variation shall be admissible on such item(s) in respect of the quantity or quantities for which secured advance has been paid to the contractor.

10) The increase or decrease in the contract price subsequent to any increase or decrease in the cost of high speed diesel shall be calculated from the increase or decrease in the basic price of high speed diesel using the following formula:

Increase or decrease = a x VOW x (CPD-BPD) / BPD in contract price.

Where:

VOW= the value of the work for which payment has been certified by the Engineer-in-charge, executed subsequent to such increase or decrease in the Basic Price as shall be obtained by applying the approved unit rates and prices entered in the measurement book.

CPD= Current price of high speed diesel, and

BPD= Basic price of high speed diesel.

Factor a=0.15 for Highway / Road works &
a=0.07 for Buildings and R.C.C structures &
**a=0.07 for Irrigation Works**

11) The increase or decrease in the contract price subsequent to any increase or decrease in the cost of labour shall be calculated from the increase or decrease in the basic price of labour using the following formula

Increase or decrease=B x VOW x (CLR-BLR) / BLR in contract price.

Where:

VOW= the value of the work for which payment has been certified by the Engineer-in-charge, executed subsequent to such increase or decrease in the Basic Price as shall be obtained by applying the approved unit rates and prices entered in the measurement book.

CLR= Current labour rates for unskilled worker (as published by Bureau of Statistics).

BLR= Basic labour rates of unskilled worker on the date of receipt of tenders (as published by Bureau of Statistics)

Factor B=0.15 both for building & road works &
**Factor B=0.15 for Irrigation works**

## CLAIMS OF CONTRACTOR

**Clause 56**

Bills to be submitted monthly

The contractor shall deliver in the office of the Engineer-in-charge 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 Engineer- in-charge 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 Engineer-in-charge under or in respect of, or in any manner arising out 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.

**Clause 57**

Claims for payment of extra ordinary nature

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 Engineer-in -charge or claim for compensation where the work has been temporarily brought to a stand still though no fault of the contractor, shall be allowed, unless and to the extent that the same shall have been expressly sanctioned by the GCWUS.

**Clause 58**

Time limit for unforeseen claims

Under no circumstances whatsoever shall the contractor be entitled to any compensation on account of the contract unless the contractor shall have submitted claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

**Clause 59**

Claim for compensation for delay in the execution of work

No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartment. The rates inclusive for hard or rocky soil, excavation had, sub soil water or water standing in borrow pits, and no claim for extra rate shall be entertained, unless expressly verified by Engineer-in-charge and confirmed by Works Committee/Campus Management Committee GCWUS.

## REMEDIES AND POWERS

**Clause 60**

Action when whole of security deposit is forfeited

In any case in which under any clause or clauses of the contract, the contractor shall have rendered himself liable to pay compensation amounting to whole of the security deposit or in the opinion of the Engineer-in-charge 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 GCWUS in defiance to the provisions of clause 32 thereof, the Engineer-in-charge on behalf

of the GCWUS, 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 Engineer-in-charge shall be conclusive evidence and in which case the security deposit of the contractor, shall stand forfeited, and be absolutely at the disposal of GCWUS. 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 Engineer-in-charge 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 Engineer-in- charge 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 Engineer-in-charge, the amount of such excess shall be deemed a debt due by the contractor to the GCWUS and shall be recovered accordingly.

**Clause 61**

Work at the risk and expense of the contractor

In every case in which the contract should be rescinded under clause 60 hereof and in the opinion of the Engineer-in-charge 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 GCWUS or the Engineer-in-charge by the contract, the Engineer-in-charge on behalf of the Government, after giving fourteen days notice in writing to the contactor, shall have powers to adopt any of the following courses, as may in the opinion of the Engineer-in-charge 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 Engineer-in-charge 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 GCWUS, 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 department 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 Engineer-in-charge shall be final and conclusive against the contractor, plus departmental charges on the amount so incurred equal to ten percent or such smaller amount as the Engineer-in-charge (whose decision in writing shall be final) may decide, and crediting him with the value of the work done, in all respects, 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 Engineer-in-charge 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 Engineer-in-charge, 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, be with a view to, the execution of the works or the performance of the contract.

**Clause 62**

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

In any case in which any of the powers, conferred upon the Engineer- in-charge by clause 60 or by pare (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 not withstanding 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 Engineer-in-charge putting in force either of the power vested in 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 those not being applicable at current market rates to be certified by the Engineer-in-charge whose certificate shall be final otherwise the Engineer-in-charge, 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 Engineer-in-charge 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 Engineer-in-charge 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

**Clause 63**

Contract may be rescinded and security deposit forfeited for subletting, bribing or if contractor becomes insolvent

If the contractor shall, in defiance of the Engineer-in-charge's 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 proceedings or make any composition with his creditors, or attempts so to do; or if any bribe, gratuity, gift, loan prerequisite, 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 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 Engineer-in- charge 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 GCWUS 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.

**Clause 64**

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

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 GCWUS 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 GCWUS to the contractor, either in respect of this contract or any work order or contract, or on any other account by any other department of the GCWUS/Government; or recovered from the contract or as arrears of land revenue.

**SETTLEMENT OF DISPUTES**

**Clause 65**

Procedure in dis-agreement.

In the event of any disagreement between the Engineer-in-charge and the contractor arising out of the contract, the matter shall first be referred to the Works Committee/Campus Management Committee GCWUS for decision who shall, after making such enquiries, as he may deem fit, give its decision in writing not later than three months after the reference is made to him. The period for decision of the case by the Works Committee/Campus Management Committee GCWUS may, however, be extended by the Vice Chancellor, GCWUS under special conditions according to the circumstances, justification, available in each case. The contractor shall forthwith give effect to the decision of the Works Committee/Campus Management Committee GCWUS and shall proceed with due diligence, whether arbitration is intended or not.

Contractor dissatisfied with the decision of Works Committee GCWUS

If the contractor be dissatisfied with the decision of the Works Committee/Campus Management Committee GCWUS or if its 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 arbitration intention to Vice Chancellor within a period of twenty eight days of the receipt of the Works Committee/Campus Management Committee GCWUS decision or in case no decision is given, at the end of the period or periods within which the Works Committee/Campus Management Committee GCWUS was to give its decision. The said notice shall contain the cause of action, material facts of the case and relief sought, failing which the decision of the Works Committee/Campus Management Committee GCWUS 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 Works Committee/Campus Management Committee GCWUS. 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.

Increase in amount of claim once preferred not allowed

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 either party to the contract; or/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 Engineer-in- charge shall be excluded from arbitration.

b) The venue of arbitration shall be in GCWUS.

Arbitration

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 sole arbitrator, i.e., Vice Chancellor GCWUS. The decision of the sole arbitrator in such case shall be final and binding on the parties concerned.

d) In the case of dissatisfaction with the decision of the sole arbitrator, the case shall be referred to the Syndicate for judgment. The decision of the syndicate, 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.

## The Work Details/Estimated Items MRs 1st Bi-Annual 2021

| Sr. No | Description of item work | Mrs 1st Annual 2021 | Rate | unit cft/sft | | Qty | Amount |
|---|---|---|---|---|---|---|---|
| | **(Civil work)** | | | | | | |
| 1 | Excavation in foundation of building, bridges and other structures, including dagbelling, dressing, refilling around structure with excavated earth, watering and ramming lead upto one chain (30 m) and lift upto 5 ft. (1.5 m) in ordinary soil. | Ch 3/ 21 b | | 1000 | cft | 149 | |
| 2 | Cement concrete brick or stone ballast 1½ " to 2" (40 mm to 50 mm) gauge, in foundation and plinth:- Ratio 1: 4: 8 | Ch 6/ 3 b | | 100 | cft | 53 | |
| 3 | Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate): Ratio 1: 2: 4 | Ch 6/ 5 f | | 100 | cft | 98 | |
| 4 | Providing and laying reinforced cement concrete (including prestressed concrete), using coarse sand and screened graded and washed aggregate, in required shape and design, including forms, moulds, shuttering, lifting, compacting, curing, rendering and finishing exposed surface, complete (but excluding the cost of steel reinforcement, its fabrication and placing in position, etc.):- Reinforced cement concrete in roof slab, beams, columns lintels, girders and other structural members laid in situ or precast laid in position, or prestressed members cast in situ, complete in all respects:- 1: 2: 4) | Ch-6 / a I 3 c | | 1 | per cft | 50 | |
| 5 | Fabrication of mild steel reinforcement for cement concrete, including cutting, bending, laying in position, making joints and fastenings, including cost of binding wire and labour charges for binding of steel reinforcement (also | ch-9/9 c | | 100 | per kg | 150 | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | includes removal of rust from bars):- Deformed bars (Grade-60) | | | | | | |
| 6 | Pacca brick work in foundation and plinth in:- Ratio 1:5 | Ch-7/ 4 i | | 100 | cft | 51 | |
| 7 | Pacca brick work in ground floor cement, sand mortar Ratio 1:5 | | | | | | |
| | | Ch-7/ 5 i | | 100 | cft | 605 | |
| 8 | Pacca brick work in First floor cement, sand mortar Ratio 1:5 para pit wall | Ch-7/ 5 i + 6 i | | 100 | cft | 35 | |
| 9 | Cement plaster 1:4 upto 20' (6.00 m) height ½" (13 mm) thick | | | | | | |
| | | Ch- 11/ 9 b | | 100 | sft | 1427 | |
| 10 | Cement plaster 1:4 upto 20' (6.00 m) height ¾" thick extrnal side | | | | | | |
| | | Ch- 11/ 9 c | | 100 | sft | 760 | |
| 11 | Preparing surface and painting with emulsion paint three coat new surface | Ch-13/31 a,(bx2) | | 100 | sft | 1469 | |
| 12 | Distempering old surface two coats | Ch-11/23 b ii | | 100 | sft | 5397 | |
| 13 | Preparing surface and painting with emulsion paint two coat old surface | Ch-13/31 a,(b) | | 100 | sft | 5397 | |
| 14 | Painting old surfaces Painting doors and windows, any type two coat | Ch-13/4-C i+ii | | 100 | sft | 638 | |
| 15 | Painting new surface:- Preparing surface and painting of doors and windows any type (including edges):- three coat | Ch-13/5-C | | 100 | sft | 55 | |
| 16 | Petty repair to main rooms. | Ch 11/ 35 | | 1 | Each | 6 | |
| | **Roof work** | | | | | | |
| 17 | 1½"(40 mm) thick mosaic flooring, consisting of ½ "(13 mm) mosaic topping of one part of cement and marble powder in the ratio of 3:1 and two parts of marble chips, laid over 1"(25 mm) thick floor of 1:2:4 cement concrete, including rubbing and polishing complete with finishing :- using grey cement | | | | | | |
| | | Ch-10/22 a | | 100 | sft | 1325 | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 18 | Providing and fixing marble strip of any shade for dividing the mosaic flooring into panels sSize 1½" x 3/8" | Ch-10/42 a | | 1 | per Rft | 906 | |
| 19 | Khuras on roof 2'x2'x6" (600 x 600 x 150 mm) | Ch 9/15 | | 1 | Each | 4 | |
| | **Iron work/Aluminum** | | | | | | |
| 20 | Providing and fixing al ltype of glaze daluminium window sof anodized champagne colour partly fixed and party sliding using deluxe section of approved manufacture rhaving Frame of size 100mm x 30mm using frame at bottom ,at top and side leaf frame sections of 60mm x 23mm at top & bottom and size 45mm x leaf 25mm at center and size 45mmx25mm at sides, Jali leaf frame size 43mmx13mm i/c fine quality aluminum jali, 5mm thick imported tinted glass with rubber gasket using approved standard latches, wheel ,stopper ,brush chennel angle joint and hardware etc. complete in all respect. 1.6 mm thick | | | | | | |
| | | Ch 25 / 53 a | | 1 | sft | 96 | |
| 21 | Providing and fixing mild steel chowkat of doors, windows, C.window, etc. including holdfast, making and threading holes for hinges, etc. complete:- M.S. angle iron 1½"x 1½"x ¼" (40x40x6 mm) welded with M.S. flat 2"x ¼" (50 mm x 6 mm) | ch 12/ 14 a | | 1 | sft | 50 | |
| 22 | Providing and fixing 1½" (40mm) thick solid flush door shutter (Approved Factory Manufactured) with commercial ply (5 mm thick) on both sides double pressed and deodar wood lipping 1½"x3/8" (40mm x 10mm) around shutter including chromium plated fitting, iron hinges with aluminium kick plate 22 SWG on both sides & finger plate complete in all respect. | ch 12/ 50 | | 1 | sft | 25 | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 23 | "Providing and laying porcelain tiles flooring 12"x18"x3/8" light color laid in white cement and matching pigment over 3/4" thick cement sand mortar (1:2) i/c filling joints in white cement and matching pigment complete in all respect. (Master, Shabbir Tile or Equivalent) | N.S | | 1 | per sft | 170 | |
| 24 | "Providing and laying porcelain tiles Dado 12"x18"x3/8" light color laid in white cement and matching pigment over 3/4" thick cement sand mortar (1:2) i/c filling joints in white cement and matching pigment complete in all respect. (Master, Shabbir Tile or Equivalent) | N.S | | 1 | per sft | 531 | |
| 25 | "Providing and laying porcelain tiles flooring 24"x24"x3/8" light color laid in white cement and matching pigment over 3/4" thick cement sand mortar (1:2) i/c filling joints in white cement and matching pigment complete in all respect. (Master, Shabbir Tile or Equivalent) | N.S | | 1 | per sft | 210 | |
| 26 | "Providing and laying porcelain tiles Dado 24"x24"x3/8" light color laid in white cement and matching pigment over 3/4" thick cement sand mortar (1:2) i/c filling joints in white cement and matching pigment complete in all respect. (Master, Shabbir Tile or Equivalent) | N.S | | 1 | per sft | 38 | |
| | **Public health work M.R.S** | | | | | | |
| 27 | Providing and fitting glazed earthen ware wash hand basin 56x40 cm (22"x16") including bracket set, waste pipe and waste coupling, etc. coloured, with pedestal | Ch 19/ 6 ii | | 1 | Each | 3 | |
| 28 | Providing and fitting plastic made low down flushing cistern 13.63 litre (3 gallons) capacity, including bracket set, copper connection, etc. complete. White | Ch 19/ 11 ii | | 1 | Each | 2 | |
| 29 | Providing and fitting glazed earthen ware water closet, squatter type (Orisa pattern), combined with foot rest. | Ch 19/ 3 ii | | 1 | each | 2 | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | Coloured | | | | | | |
| 30 | Providing and fitting:- plastic soap dish | | | | | | |
| | | Ch 19/ 22 i | | 1 | Each | 3 | |
| 31 | Providing and fixing looking glass 55x40 cm (22"x16") size, and 5 mm thick, first quality. | Ch 19/ 19 | | 1 | Each | 3 | |
| 32 | Providing and fitting "P" trap:- | Ch 19/ 34 ii | | 1 | Each | 6 | |
| 32 | Providing and fitting 10 cm (4") gully trap, including cement concrete, cost of PVC grating 15x15 cm (6"x6") and masonry chamber 30x30 cm (12"x12"). | Ch 19/ 35 | | 1 | Each | 8 | |
| 31 | Providing and fixing chromium plated tee stop cock 15mm (½"). | Ch 19/27 | | 1 | Each | 8 | |
| 33 | Providing and fixing, chromium plated mixing valve, for wash hand basin, sink or shower | Ch 19/29 | | 1 | Each | 3 | |
| 34 | Providing and fixing 1.5 cm (½") dia connection, including | | | | | | |
| | plastic rubber connection | Ch 19/7 i | | 1 | Each | 7 | |
| 35 | Providing and fixing chromium plated bottle trap with waste pipe, etc. complete:- | | | | | | |
| | 1½" | Ch 19/ 5 ii | | 1 | Each | 2 | |
| 36 | Providing, laying, cutting, jointing, testing and disinfecting pipe line in trenches with P.V.C. pipes of B.S.S. with `D' Class working pressure complete in all respects:- | | | | | | |
| a | 3" i/d | Ch 23/ 27 b | | 1 | per rft | 52 | |
| b | 4" i/d | Ch 23/ 27 c | | 1 | per rft | 87 | |
| c | 6" i/d | Ch 23/ 27 e | | 1 | per rft | 20 | |
| 37 | Providing and installing P.V.C. bends, of B.S.S. Class `D' working pressure:- | | | | | | |
| a | 3" i/d | Ch 23/ 37 ii d | | 1 | per rft | 8 | |
| b | 4" i/d | Ch 23/ 37 ii e | | 1 | per rft | 12 | |
| c | 6" i/d | Ch 23/ 37 ii g | | 1 | per rft | 2 | |
| 38 | Providing and installing P.V.C. tee, of B.S.S. Class `D' working | | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | pressure:- | | | | | | |
| a | 3" i/d | Ch 23/ 38 ii d | | 1 | per rft | 3 | |
| b | 4" i/d | Ch 23/ 37 ii e | | 1 | per rft | 4 | |
| c | 6" i/d | Ch 23/ 37 ii g | | 1 | per rft | 1 | |
| | **Public health work N.S** | | | | | | |
| 39 | Providing & Fixing PPRC pipe 25 mm outer dia (PN-20) including all fittings and specials, excluding gate valve Complete in all respect. Approved by the engineering incharge. | N.S | | 1 | Rft | 170 | |
| 40 | Providing & Fixing PPRC pipe 32 mm outer dia (PN-20) including all fittings and specials excluding gate valve, Complete in all respect. Approved by the engineering incharge. | N.S | | 1 | Rft | 180 | |
| 41 | Providing & Fixing PPRC gate valve 25 mm outer dia (PN-20) Complete in all respect. Approved by the engineering incharge. | N.S | | 1 | Each | 4 | |
| 42 | Providing & Fixing PPRC gate valve 32mm outer dia (PN-20) Complete in all respect. Approved by the engineering incharge. | N.S | | 1 | Each | 3 | |
| | **Electrical work M.R.S** | | | | | | |
| 43 | Supply and erection of PVC pipe for wiring recessed in walls, including inspection boxes, pull boxes, hooks, cutting jharries, and repairing surface, etc., complete with all specials | | | | | | |
| a | 20 mm | Ch-24/ 3 ii | | 1 | rft | 325 | |
| b | 25 mm | Ch-24/ 3 iii | | 1 | rft | 412 | |
| c | 32 mm | Ch-24/ 3 iv | | 1 | rft | 80 | |
| d | 50 mm | Ch-24/ 3 vi | | 1 | rft | 605 | |
| 44 | Supply and erection of single core PVC insulated copper conductor cables, in prelaid PVC pipe/M.S. conduit/G.I pipe/wooden strip batten/wooden casing an capping/G.I. wire/trenches (rate for cables only)250/440 volts, | | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | PVC insulated | | | | | | |
| a | (3/0.029") | Ch-24/10 a i | | 1 | Rft | 1014 | |
| b | (7/0.029") | Ch-24/10 a iii | | 1 | Rft | 900 | |
| c | (7/0.044") | Ch-24/10 a v | | 1 | Rft | 493 | |
| 45 | Supply and erection of copper conductor cables for service connection, in prelaid pipe/G.I. wire/trenches, etc. (rate for cable only):- PVC insulated, PVC sheathed 4 core, 660/1100 volt non armoured cable:- | | | | | | |
| | 7/0.064" | Ch-24/13 c vi | | 1 | Rft | 564 | |
| 46 | Supply and erection holder bakelite large size | | | | | | |
| | | Ch-24/39 i | | 1 | Rft | 18 | |
| | **Electrical work N.S** | | | | | | |
| 47 | Supply and installation of Distribution Board (MDB) made of 16 SWG of approved colour with hinged door flexible erthing strap, frount M.S sheet for braker, lockable handle catcher, earthing bar, neutral strip internal wiring for MCBs and connection with wires/ cables i/c cost of all necessary material, complete in all respect.<br>DB shall have 3 phase indication lamps 1-Digital volt meter manufactured by approved manufactures complete in all respect as approved by the Engineer Incharge as per detailed below.<br>Incoming<br>MCCB TP 63 Amp 10KA 1 Nos<br>Outgoing<br>MCB 2 POLE 32 Amp 4 Nos<br>MCB 1 POLE 20A, 6KA (S.P) 4 Nos<br>MCB 1 POLE 10A, 6KA (S.P) 4 Nos<br>Terasaki/ Legerand/ GE or Eqv. | N.S | | 1 | Each | 1 | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 48 | Supply and installation of Distribution Board (EMDB) made of 16 SWG of approved colour with hinged door flexible erthing strap, frount M.S sheet for braker, lockable handle catcher, earthing bar, neutral strip internal wiring for MCBs and connection with wires/ cables i/c cost of all necessary material, complete in all respect.<br>DB shall have 3 phase indication lamps manufactured by approved manufactures complete in all respect as approved by the Engineer Incharge as per detailed below.<br><br>Incoming<br>MCCB TP 100 Amp 10KA 1 Nos<br>Outgoing<br>MCCB TP 3 POLE 63 Amp 10KA 2 Nos<br><br>Terasaki/ Legerand/ GE or Eqv. | N.S | | 1 | Each | 1 | |
| 49 | Supply and installation of Distribution Board (MDB) made of 16 SWG of approved colour with hinged door flexible erthing strap, frount M.S sheet for braker, lockable handle catcher, earthing bar, neutral strip internal wiring for MCBs and connection with wires/ cables i/c cost of all necessary material, complete in all respect.DB shall have 3 phase indication lamps 1-Digital volt meter manufactured by approved manufactures complete in all respect as approved by the Engineer Incharge as per detailed below.IncomingMCCB TP 63 Amp 10KA 1 NosOutgoingMCCB TP 3 POLE 50 Amp 10KA 2 NosMCB 2 POLE 32 Amp 4 NosMCB 1 POLE 20A, 6KA (S.P) 12 NosMCB 1 POLE 10A, 6KA (S.P) 9 NosTerasaki/ Legerand/ GE or Eqv. | N.S | | 1 | Each | 1 | |
| | | | | | | | |
| | | | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 50 | Providing and fixing energy saver/ LED 38Wt manufacture by the phlips and etc as approved by the engineering in-charge. | N.S | | 1 | Each | 18 | |
| | | | | | | | |
| 51 | Providing and fixing of 10 hole gang switch plate (china fitting ) 7"x4" including with switches and back box and all fitting accessories as approved by the engineering in-charge. | N.S | | 1 | Each | 9 | |
| 52 | Providing and fixing of 10/15 Amp light plug (3 Pin - china fitting ) 4"x4" including back box and all fitting accessories as approved by the engineering in-charge. | N.S | | 1 | Each | 96 | |
| 53 | Providing and fixing of Single Shutter Face Plate for RJ45 Port with I/O including 4"x4" back box and all fitting accessories as approved by the engineering in-charge. | N.S | | 1 | Each | 36 | |
| 56 | Providing and fixing of 20 Amp Power Plug (3-Pin China Fitting) including 4"x4" back box and all fitting accessories as approved by the engineering in-charge. | N.S | | 1 | Each | 3 | |
| 57 | Earthing with 8 SWG Copper wire including copper strip 60 x 10mm and GI Pipe3/4" dia 100" long complete with sockets 105 ft below from ground level i/c making bore hole and filling with salt and charcoal mixture etc, complete in all aspects as approved by engineer incharge. | N.S | | 1 | Each | 1 | |
| 58 | Providing and fixing Exhaust fan 8" Dia manufacture by Pak fan, G.F.C Fan, and all fitting accessories as approved by the engineering in-charge. | N.S | | 1 | Each | 2 | |
| 59 | Providing and Fixing the Fire Extinguisher Cylinders 5 kg Each for ABCD fire types | N.S | | 1 | Nos | 4 | |
| | | | | | | Total | |

**Note:** The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer in-charge before the issue of the form prior to the submission of the tender

**GOVERNEMNT COLLEGE WOMEN UNIVERSITY SIALKOT**

**Works Department**

**CONTRACT AGREEMENT**

**(See Clause 6)**

This agreementmade this_____day of_____201

**BETWEEN THE GOVERNMENT COLLEGE WOMEN UNIVERSITY SIALKOT (**hereinafter called the "GCWUS" which expression shall include the successors, legal representatives and permitted assigns) as represented by the Chief Engineer On the one part; and

M/s_____(hereinafter called the "Contractor" which expression shall include the successors, legal representatives and permitted assigns) on the other part.

WHEREAS tenders have been received by the GCWUS for the construction, completion and maintenance of

_____

(Name 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 GCWUS.

**NOW, THEREFORE,** for and in consideration of the promises, covenants and agreement hereinafter contained and to be performed by the parties hereto, the said parties hereby covenant 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

ii. Completion and maintenance of works embraced therein, according to the specifications, drawings and conditions herein contained and referred to the GCWUS 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.

iii. The said work shall be started within the period specified in item No.(f) of the memorandum of work, following the, receipt of written order of the Chief Engineer GCWUS 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 the final certificate of completion.

iv. 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) The drawings,
c) The conditions of contract and additional conditions, if any,
d) The specification;
e) The bid schedule;
f) Addendum No. 1 to_____

(Which have been incorporated in the tender)

g) Schedule of materials to be supplied from the departmental store;
h) The scale of rates and prices;
i) The letter of acceptance and
j) The performance security

v. All disputed or differences between the parties 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 _____ Senior Engineer

For and on behalf of GCWUS

**WITNESSES**

1. _____

2. _____

**BANK GUARANTEE**
(See Clause 7)

Penal sum of bond

_____

(express in words and figures)

KNOW ALL MEN BY THESE PRESENTS THAT

MR./MESSERS _____

(Name of contractor)

Whose official address is

_____

as principal(s) (herein referred to as principal) and the Bank of Punjab or scheduled Bank(s) of Pakistan (hereinafter appearing in the schedule of sureties, as sureties (hereinafter some time called the surety at the request of the principal are held and firmly bond to the GCWUS acting through the Chief Engineer, Government College Women University Sialkot or his successor or assigns) a body organized 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 in such sum jointly and severally, as well as, only for the purpose of allowing a joint action against any or all of us and for all other purposes, each surety bond 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 condition of the above obligations is such that: -

WHEREAS, the tender of the above bounden principal has been accepted and he has entered into a contract with the Director Works, Government College Women University Sialkot for the work

_____

on_____the day of_____202

AND WHEREAS, under the terms of the contract GCWUS has required the principal to furnish a performance guarantee to form a part of the contract.

NOW THEREFORE, it is agreed as follows:

1) If the above bounden principal shall well truly and faithfully perform the contract and comply with and fulfill and the undertaking, 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 specification, 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 GCWUS with or without notice to the surety(s) and shall fully indemnify and the GCWUS, for all costs and damages which the GCWUS may suffer by reason of failure so to do, and shall fully reimburse and repay the said Chief Engineer, GCWUS 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 principal 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 GCWUS under the provisions of clause 60 of general conditions of contract, then this obligation shall be null and void and of no effect, otherwise to remain in full force and 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 GCWUS or the Engineer-in- charge, extension in time, alteration in or addition to the terms of the contract between the GCWUS 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 contractor 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 Chief Engineer, GCWUS.

Without question and without reference to the principal. Provided that the notice of demand shall be given *by* the aforesaid Chief Engineer, 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_____20….
The name and corporate seal of the surety being hereto affixed and these presents duly signed by its undersigned representatives pursuant to the authority 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 _____

**GOVERNMENT OF THE PUNJAB**
**FINANCE DEPARTMENT**

**NOTIFICATION**
The 7th December, 2007

No. RO (Tech) FD 18-44/2006. In exercise of the powers conferred upon him under article 119 of the Constitution of the Islamic Republic of Pakistan, 1973, the Governor of the Punjab is pleased to direct that in the Punjab Departmental Financial Rules (Financial Hand Book No. 3) the following further amendments shall be made.

AMENDMENTS

a) in the side rules: -

In rule 7.36 for sub rule (b) the following shall be substituted: -

Where tendered amount as mentioned in the letter of acceptance exceeds rupees ten million, the competent authority, may, on the request of the contractor, 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 of equal to ten percent of the tendered amount and thereafter a further sum equal to five percent of the tendered amount may be sanctioned on the furnishing of certificate by the Engineer-in-charge 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 DFR (P.W)28-A in favour of the GCWUS from any bank declared to be a scheduled bank by the State Bank of Pakistan.

iii) The authority accepting the tender shall personally verify the bank guarantee.

iv) No interest shall be charged on a mobilization advance.

v) The recovery of the 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 pay certificate (running bill) and.

vi) In case contractor fails to execute the work in accordance with terms of the contract, the security offered in respect of the mobilization advance shall be forfeited to the credit of the GCWUS: and

This notification shall be applicable to future / new projects, i.e., after 07-12-2007.

b) Form D.F.R (P.W) 28- A the following shall be substituted.

"FORM D.F.R. (P.W) 28-A"
(Referred to in Rule 7.36)
FORM OF GUARANTEE
(See Clause 50 (b)

WHEREAS a contract for work has been awarded by the Vice Chancellor of Government College Women Univeristy Sialkot acting through the Director Works (herein after called the GCWUS) to M/s_____(herein after called the contractor).

AND WHEREAS under the terms of the said contract the GCWUS 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 GCWUS has required the contractor to furnish a Bank Guarantee from any scheduled bank for securing of the sum advanced thereon: -

It is agreed as follow:

1. I_____acting on behalf of_____(hereinafter called guarantor) hold and firmly bind to the GCWUS 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 GCWUS 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 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 GCWUS 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_____202

Guarantor (Scheduled Bank)

Signed sealed and delivered by the said guarantor in the presence of:

Witness. 1._____ 2. _____

Address. _____ _____

_____ _____

To

The Chief Engineer
Government College Women University Sialkot

Subject: RELEASE OF SECURITY FOR _____

It is submitted that the Work _____

being executed under Agreement No._____has been competed satisfactorily and in accordance with the provisions of contract and technical sanctioned estimate. The final measurements of the work have been recorded in the Measurement Book No. _____ Page No. _____to_____

Senior Engineer
GCWUS

No.& Date even.

Copy is forwarded for information to the:

1. Vice Chancellor, GCWUS.
2. Chairperson, Campus Management Committee GCWUS.
3. Treasurer, GCWUS, to watch the maintenance period and release of security.
4. Resident Auditor, GCWUS.

Senior Engineer
GCWUS

## ADDITIONAL CLAUSES

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| 1. | The contractor shall quote item rates for building portion, sanitary portion and electric portion separately. Technical sanction has been granted on the basis of Government of the Punjab Market Rate System. Wherever applicable Non Standardized Rates approved by Works Committee/Campus Management Committee GCWUS have been entered in the bid schedule. |
| 2. | Any type of mistake detected in tender shall be amended according to the applicable Market Rate System with the amendments issued to the date of receipt of tenders. |
| 3. | Conditional tenders or tenders without treasury challan or deposit at call will not be considered / entertained. |
| 4. | The program for the execution of work, the arrangement or transport, machinery, materials and labour will have to be-submitted along with the tenders or immediately after it, to the Engineer-in- charge. |
| 5. | The contractor shall be expected to make himself acquainted with local features and weather conditions etc. and make his arrangements in such a manner that unfinished work is in no danger from storms, floods, etc. claims from the contractors on account of loss arising from weather abnormalities shall not be considered by the GCWUS. |
| 6. | The rates given in the tender call notice or otherwise to be quoted by tenderer for other items include / should include all carriage and handling of material to the site of work. No extra payment for carriage of material for such items either arranged by the contractor or supplied by the department will be made. |
| 7. | The Competent Authority reserves the right to reject any or all the tenders without assigning any reasons. |
| 8. | If the tenderer withdraws his tender within 60 days of the date of the opening of the tender, his earnest money will be forfeited to GCWUS. |
| 9. | In case of firm / company, the constitution of the firm/company along with the names of the attorney / attorneys of the firm / company authorized to represent the firm / company and to receive the Cheque along with powers of attorney must be provided at the time of submitting the tenders. |
| 10. | Before any construction material is brought to the site of work, the contractor shall submit samples of material he proposes to use to the Engineer-in-charge or his authorized representative. The samples after approval will be retained by the Engineer-in-charge in his custody and the contractor shall be responsible for ensuring that material confirming to approved samples are brought and used throughout the contract, failing which the material will not be accepted and on written or verbal direction of the Engineer-in-charge must be removed forth with from the site of the work at his own expenses. |
| 11. | The contractor shall be responsible for housing, sanitation and medical treatment of the labour employed by him and shall carry out all the department rules framed on the subject. |
| 12. | Should an accident occur and a claim for compensation be instituted, the contractor shall have to pay compensation to the injured workmen or in case of death to their relative in conformity with the workmen compensation Act of Nineteen hundred and twenty-three! Contractors should, therefore, in their own interest take all precautions to guard against accident on their work. |
| 13. | Labour will be paid by the contractor regularly. Any complaint of arrears due to non-payment to labour will make the contractor liable to stoppage of his payment from the department. |
| 14. | If the work is not started within 15 days from the date of acceptance letter, the earnest money will stand forfeited to GCWUS. |

Contractor Senior Engineer

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| 15. | The contractor, shall before commencement of any work set out accurately the position as shown in the lay out plans and other drawings. He shall whenever directed establish permanent bench mark at his own cost adjacent to the work. After the contractor having set out the work the pegs and other marks shall be checked by Executive Engineer who shall then certify in writing that the work is correctly set out and that the construction may commence. Any work done in contravention to this, shall entirely be contractor's responsibility and may be dismantled if required by the Engineer-in-charge at the cost of the contractor. |
| 16 | The contractor will have to make his own arrangement for water and in case water is used from GCWUS water supply system, the contractor will be responsible to pay the charges as fixed by the office in-charge of the water supply and the same will be deducted from the bills of the contractor if he fails to pay the water charge. |
| 17. | Foundation trenches shall have to be got inspected and approved by the Engineer-in-charge before the foundations are laid. |
| 18. | No masonry work on lean concrete will be taken in hand unless the concrete is approved by the Assistant Engineer (Civil) in-charge. |
| 19. | The contractor will make his own arrangement at his cost for scaffolding, shuttering and centering etc. required for the execution of the work. |
| 20 | The cost of material received from dismantling, if any, will be deducted from the bill of the contractor at market rates (as decided by the Engineer-in-charge whose decision shall be final), if it is sued by him on construction work. If the contractor does not return the unused dismantled materials, its cost will be recovered from his bill at double the market rates. |
| 21 | All rates unless otherwise specified include-the cost of the following and many fluctuation thereof: |
| 22 | Royalty, malkana, octroi, terminal tax, sales tax, water super tax customs and excise duty, emergency tax, water tax and any other tolls taxes and levies imposed by Central or provincial Governments and Local Authorities. |
| 23. | The contractor shall study the drawing and bending schedules and report any inaccuracy in dimensions or in concordance |
| 24. | The contractor shall faithfully carry out the work as per plan supplied to him and no deviation or alternation will be accepted unless executed with the written permission of the Engineer-in-charge. |
| 25 | It shall be the responsibility of the contractor to remove debris from the site of works and leave the place neat and tidy after the completion of work. Nothing extra shall be paid of it. |
| 26. | The plant and machinery such as mechanical concrete mixer; hand mixers, vibratos, water pumping sets, screens, measuring boxes, compaction arid gradation control equipment, steel moulds for cubes etc. required for the work shall be arranged by the contractor himself at his own cost. Any plant and machinery, if available with the department may be issued to the contractor; at the discretion of the Engineer-in-charge on hire, at approved rates and the contractor will be responsible for its carriage from the place, it is delivered and returning it in working condition. He will also be responsible for working charges of crew and hire charges. The idle days which happen to occur on account of natural causes or major break down in machinery will not be charged to the contractor provided the certifies such period. |
| 27 | The contractor shall make adequate arrangements for proper (curing through pumping sets, house pipes etc. of all cement concretes, reinforced cement concrete and brick work etc. ' |
| 28. | Consumption of cement brought by the contractor will be controlled by the Engineer-in-charge. However, watch and ward of the stores shall be the responsibility of the contractor. |
| 29. | The contractor shall uncover any part of the works or make opening in or through the work of search for the cause of any defects, imperfection or faults in the works as the Engineer-in-charge may from time to time direct and shall reinstate and make good after such uncovering, opening, to the satisfaction of the Engineer-in-charge. Nothing extra shall be payable on this account, - |

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| 30. | The proper type of screens test sieves, templates and measuring boxes will be arranged by the contractor at their own cost and got approved from the Engineer-in-charge before using those at site. |
| 31. | No item of work will be commenced unless Engineer-in-charge (Dy. Dir. Works/ A.E(Civil) In-charge) is informed beforehand and he authorizes commencement after satisfying that the arrangements with regard to setting out, materials, labour, machinery and T&P etc. are completed and adequate in all respects. |
| 32 | Any other item not provided in the BOQ can be got executed at the applicable MRS rates.In case of non-schedule items, the same shall also be executed by the contractor after getting the non- schedule rate approved from the Works Committee/Campus Management Committee GCWUS |
| 33 | The work of building construction will have to be coordinated with the work of water supply, sanitary and electrification. Nothing extra shall be payable to any contractor on this account. |
| 34 | The security deducted for the bills of the contractor may be deposited with National Bank of Pakistan as interest .bearing security,' if the contractor makes written request in this regard. |
| 35 | G.I. Pipe manufactured by the Government owned institutions like Pioneer steel Mills, P-ECO, Karachi Pipe etc. will be used any payment shall release only on the production of memos from authorized dealers of manufacturers. |
| 36. | All sanitary ware shall be I.C.L Karam care make or from similar approved manufacture of the same standard. |
| 37 | The thickness and weight of also soil pipes and special shall be as per totals given in the specification i.e. 22 (i)of West Pakistan Buildings and Roads Specification Vol-II, (Public Health Portion) of 1956 Edition. |
| 38. | Full payment for water supply line shall be made only after testing the line for which certificate shall be recorded in the measurement Book. |
| 39. | Laying of P.V.C. Pipes of sizes in recesses will be done side by side the building works. |
| 40. | The contractor shall follow the detailed working wiring diagram showing location of switches and electric point's duly approved by the Engineer-in-charge. |
| 41 | AH electric P.V.C. cables^ for wiring shall be manufactured by Pakistan Cables, Fast Cables Newage, GM or equivalent. |
| 42. | All accessories shall be of shall be of approved quality. |
| 43 | P.V.C. Cables shall be in full length from switch electrical points and from B.D.B. to Switch Boards, i.e. loop system shall be adopted. |
| 44 | All wall socket points shall include plug comprising of 3 pin, 5 Amps. No separate payment of plug shall be made in case of 3 pin,5 Amp wall socket points, whether on surface or recessed. |
| 46. | All iron clad Main Switches, fuses and out puts shall be of approved quality. |
| 47. | All branch distribution boards shall be provided with imported fuse base and grips or as approved by the Engineer-in-charge. |
| 48 | All wall sockets shall be of 3 Pin type and the 3rd pin shall be (earthed through copper wire No. 16 SWG running inside the metal conduit/P.V.C. conduit. No separate payment for the earthing of 3 pin 5 Amps wall socket point shall be made. |
| 49 | The work will be carried out strictly in accordance with the West Pakistan specifications enforced in the Punjab Buildings Department and to the entire satisfaction of the Engineer-in-charge. |
| 50 | (Samples of steel) to be used in reinforced cement concrete works shall be got tested by the Engineer-in-charge and the contractor will have to bear the expenses for such tests. There should be at least two such samples for each batch received at site. |
| 51 | The slump tests should have to be carried out while concerning and the slump maintained for various items as per specifications or as directed by the Engineer-in-charge. The contractor will |

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| | have to provide slump testing apparatus for the same at their cost. Any work done against the instructions will be liable to be rejected out-right. |
| 52 | No pouring or concrete for Reinforced Cement Concrete shall be permitted without the use of proper concrete mixer, vibrators and proper centering and shuttering, there should be at least a double set of mixers and vibrators when the concrete is being poured to have at least one set as stand by. |
| 53 | Bending and binding of M.S. Bars will have to be done by the contractor strictly, according to the drawing or as per written instructions of the Engineer-in-charge. No superfluous length or lap spaces etc. not any wastage will be payable to the contractor. |
| 54 | The testing concrete to ensure that the specified strength as per specifications or as desired by the Engineer-in-charge is being achieved will be got done by the contractor at his own cost. This will include the preparation of cubes with uniform square face; their preservation without any damage, curing, transportation to be approved laboratory and the testing charges or the laboratory. The test resulting for the compressive strength of concrete cubes will have to be submitted regularly while the work proceeds. |
| 55 | The raising of columns and members similar to these, will not be permitted exceeding six feet in height. |
| 56 | Structural design of the building / piles provides for the use of high yield. Reinforcement bars (G - 60) made from Pakistan Steel Mills Billet Karachi only. Following instructions regarding use of high yield steel bars will be followed:<br>i) High yield strength (G - 60) Steel bars from billet of Pakistan Steel are manufactured by following manufacturers: -<br>• M/S AFCO Industries Lahore.<br>• M/S Prime Industries Lahore.<br>• M/S Fazal Steel Islamabad.<br>ii) The Engineer-in-charge is responsible for use of G - 60 bars made from Pakistan Steel Mills Karachi. He is allowed to release the payment against this item only, if contractor provides the invoice (original) and certificate from above mentioned manufacturers that steel bars brought at site for use in building / piles have been manufactured from Pakistan Steel Mills billet. The invoice as well as certificate referred above shall be the part of paid voucher and monthly account sent to A.G. Quality tests of Steel Bars (Grade - 60) as per specification are, however, mandatory.<br>iii) If invoice and manufacturer certificate is not provided by the contractor and not annexed with paid voucher, the rate of M.S. bars shall be reduced By Rs. 4500 per ton. |
| 57 | Source of stone for use in stone masonry will be approved by the Engineer-in-charge. |
| 58 | Unless specified otherwise pressed steel hallow door frames for all building shall be used. Edge bead made from expended metal shall be used on the vertical edges such as jambs of doors and windows etc. |
| 59 | **RULES 48 ELECTRICITY RULES 1937**<br>Precaution to be adopted by consumers, owners, electrical contractor, electrical workmen licensees and other suppliers of energy: (I) No electrical installation work, including additions, alternations, required and adjustments to existing installation, except such replacement of lamps, fans, fuses, switches and other component part of the installations as in no way alters its capacity or character shall be carried out upon the premises or on behalf of any consumer or owner for the purposes of the supply of energy to such consumers or owner, except by an electrical contractor licensed by the Provincial Government in this behalf and under the direct supervision of the person holding a certificate of competency issued by the Provincial Government. |