

12/11/2020

DIRECTORATE OF WORKS
INTERNATIONAL ISLAMIC UNIVERSITY ISLAMABAD

TERMS & CONDITIONS

1. SCOPE OF TENDER:	The International Islamic University, Islamabad (hereinafter called the Employer) wishes to receive the tenders for CONSTRUCTION OF UNDER GROUND WATER TANK 200,000 GALLONS CAPACITY AT IIU NEW CAMPUS SECTOR H-10 ISLAMABAD . Bill of quantities on item rate basis is attached herewith. The rates will include all labor, material, scaffolding, tools and plant and all types of taxes as in terms & conditions of the tender documents. Tenderers must quote for the complete scope of work. Any tender covering partial scope of work will be rejected as non-responsive.
2. SUFFICIENCY OF TENDER:	Each tenderer shall satisfy himself before tendering as to the correctness and sufficiency of his tender and of the rates and the prices entered in the Price Schedule (Bill of Quantities), which rates and prices shall expect in so far as it is otherwise expressly provided in the contract, cover all his obligations under the contract and all matters and things necessary for the proper completion of the Works. The tenderer is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the tender and entering into a contract for execution of the works. The rates may be quoted after visiting the site and thoroughly understanding nature and type of the job.
3. TENDER SECURITY:	Each tenderer shall furnish, as part of his tender, an amount equal to 2 % (Two percent) of the total cost as tender security in the shape of Bank draft or Pay order in favor of International Islamic University, Islamabad. Any tender not accompanied by acceptable tender security shall be rejected by the employer as non-responsive. The tender security may be forfeited: If a tenderer withdraws his tender during the period of tender validity. In case of successful tenderer fails to sign the contract agreement after award of work. If a tenderer does not accept the correctness of his tender price. The tender security of successful bidder shall be returned with first running bill.
4. VALIDITY OF TENDERS:	The tenders shall remain valid for the period of six calendar months after the date of tender opening.
5. COMPLETION PERIOD:	The work has to be completed within 06 Months from the commencement date.
6. LAST DATE FOR SUBMISSION OF TENDER	The tenderers shall submit the tender on or before 30 November 2020 at 11:00 A.M which will be opened on same date at 11:30 A.M in the office of Advisor (P&P) at New Campus, Sector H-10, Islamabad
7.MAINTENANCE PERIOD/	The maintenance period shall be Twelve calendar months after the

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REMEDYING DEFECTS:	date of completion. The employer may at any time prior to the expiry of this period, notify the contractor of any defects. The contractor shall remedy at no cost to the employer any defects due to contractor's material, method, plant or workmanship not in accordance with the contract. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the employer to carry out all necessary works at the contractor's cost.
8. DATE OF COMMENCEMENT	The date of start will be reckoned after 07 (Seven) days from issuance of Work Order/Acceptance Letter
9. LIQUIDATED DAMAGES (L.D) FOR LATE COMPLETION:	If the contractor fails to complete the works within the time of completion, the contractor's liability to the employer for such failure shall be to pay the amount at the rate of Rs. 10,000/- per day or part thereof, will be imposed up to maximum limit of 5% of the contract value. There after the work will be got executed at the risk & cost of the contractor.
10. PAYMENTS:	This is an item rate contract. The contractor may claim running payments of the item of work done after satisfactory completion of his work but not less than worth of Rs. 3,000,000/-.
11. SECURITY DEPOSIT/ RETENTION MONEY:	Retention Money equal to 5 % of work done from each Running and/or Final payment will be deducted by the Employer. Retention shall be released by the employer to the contractor within 14 days after either expiry of the maintenance period and/or the remedying of notified defects and/or the completion of outstanding work(s), whichever is later.
12. STORES:	No Store, T & P etc. shall be issued by the Employer to the contractor.
13. ESCALATION:	No Escalation will be paid on any of the Material, Labor, POL etc.
14. SUBLETTING:	The contractor shall not sublet the whole of the work. However, if it deemed necessary to do so; the part of the work(s) will be allowed for sub-letting subject to the prior approval of the Engineer but the contractor shall be sole responsible for acts, defects, defaults, payments etc. against whole of the work(s).
15. EXTENSION IN COMPLETION PERIOD:	<p>The contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstances which may delay or disrupt the works, or which may give rise to a claim for additional payment.</p> <p>To the extent that the contractor's failure to notify results to the Engineer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or cost, or the value of any variation, the contractor's entitlement to extension to the time for completion or additional payment shall be reduced/rejected.</p> <p>The contractor shall be entitled to an extension to the time for completion if he is or will be delayed by any of the Employer risks subject to the contractor's notification of intention without unreasonable delay.</p> <p>On receipt of an application from contractor, the Engineer/Employer shall consider all supporting details provided by the contractor and the Employer may extend the time period for completion as appropriate.</p>
16. EXTRA ITEMS:	This is an item rate contract and any increase or decrease in quantities shall not invalidate the contract and same rates shall remain binding

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	upon the contractor, however total cost of the contract should not increase more than 15%. Extra items will only be allowed and/or to be executed after obtaining its formal written approval from the Director (P&P). The payment for extra items if any will be made on the current market rates. The % age of overheads & profit to be allowed in such cases shall be 25%. For calculating the variation the current rates of labour and material shall be used for prevailing market rates and no escalation on account of material or labour wages shall be allowed on such items.
17. DISPUTES:	In case of any dispute between the Employer and the Contractor, the dispute shall be settled as per provisions of Arbitration act 1940 (Act. No. X of 1940). The place of arbitration shall be Islamabad. The matter shall first be referred to President, IIUI. <i>The decision of the President, IIUI will be considered as Final and Binding on both the parties.</i>
18. SAMPLES:	Approval of samples of all the material as desired by the Engineer-in-charge shall be obtained before bringing such material at site.
19. EARLY WARNING:	The contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstances which may delay or disrupt the Works, or which may give rise to a claim of additional cost. To the extent that the contractor's failure to notify results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, cost or the value of any variation, the contractor's entitlement to extension in time for completion or additional payment shall be reduced or rejected at all.
20. CONTRACTOR'S OBLIGATION:	The contractor shall execute the whole and every part of the work in the most substantial and professional manner. Both as regards materials and otherwise in every respect in strict accordance with the specifications, design, drawings and as directed by the Engineer-in-charge in best professional manner. Acceptance of any part of work will not relieve him from his obligation to execute the work and perform his duty according to specifications, best professional and moral ethics as per contract. Before execution of any activity inform to employer in writing and got a written approval by the employer for execution of work, otherwise no payment made against the said item. Said approval attached with the bill. Material test report, sample etc, cost bear by the contractor.
21. QUANTITIES	Quantities given in the bill of quantities are estimated and provisional, and are given to provide common basis for bidding. The basis of the payment will be actual quantity of work executed and measure by the contractor and verified by the Engineer and valued at the rate and price entered in the priced Bill of quantities, where applicable, and otherwise at such rate and price as the Engineer may be fix as per contract.
22. VARIATION (ALTERATIONS, ADDITIONS AND OMISSIONS)	The Engineer shall make any variation of the form, quality or quantity of the work or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following: Increase or decrease the quantity of any work included in the contract.

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	Omit any such work, item or quantity. Change the character or quality or kind of any such work. Change the levels, lines, position and dimensions of any part of the work. Execute additional work of any kind necessary for the completion of the work, or. Change any specified sequence or timing of construction of any part of the work.
23. GENERAL	The bidder must sign the each page of the Tender Documents, before submission the bid. He may as well visit the site before submission of bid.
24. TAXES	All taxes will be applicable as per prevailing govt. rules.
25. MATERIAL TEST.	Testing of required material is responsibility of the Contractor.

Name & Address of the Firm _____

Signature, Stamp & Date: _____

Contact No: _____