

General Conditions of Contract (GCC))

General Conditions of the Contract (GCC)

A. General	
1. Definitions	1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated (a) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan. (b) “The Contract” means an agreement enforceable by law and the other documents listed in the contract data; (c) “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency; (d) Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works. (e) “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations; (f) “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit. (g) ‘Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.; (h) “Specifications” means the documents as listed in the Schedule of Forms, including employer’s requirements in respect of design to be carried out by the contractor (if any), and any variation to such document. (i) “GCC” means the General Conditions of Contract contained in this section; (j) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented; (k) “Day” means calendar day unless indicated otherwise; (l) “Effective Date” means the date on which this Contract comes into force and effect; (m) “Site”, means the place or places provided by the Employer where the works are to be executed and any other places specified in the contract as forming part of the site; (n) “Government” means the Government of Pakistan; (o) “Local Currency” means the currency of Pakistan; (p) “In Writing” means communicated in written form with proof of receipt;

	(q) “Completion Date” means the date of completion of the Works by the Contractor as certified by the Procuring Agency; (r) “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them; (s) “Subcontractor” means any entity to which the Bidder (t) subcontracts any part of the Works with approval of PA. (u) “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control. (v) ‘Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor. (w) “Plant” means the machinery and apparatus intended to form or forming part of the Works.
2. Applicable Law	2.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan. 2.2 Priority of Documents The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.
3. Language	3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the English language.
4. Notices	4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.
5. Provision of Site	5.1 The Work shall be performed at such locations as the Procuring Agency may approve and as specified in SCC. 5.2 The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works. 5.3 The Contractor shall comply with all instructions given by the Employer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.
6. Authorized Representatives of Employer and Contractor	6.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC. 6.2 The Contractor shall appoint a representative, as per details in SCC, at site on full time basis to supervise the execution of work and to receive instructions on behalf of contractor with prior consent of the employer and subject to substitution/replacement by the contractor

	under intimation to employer. 6.3 The contractor shall not subcontract the whole work except the provision of subcontracting given in respective form.
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B. Commencement, Completion, Modification, and Termination of Contract

7. Effectiveness of Contract	7.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.
8. Commencement of Work	8.1 The Contractor shall confirm availability of Key Experts and begin carrying out the Work not later than the number of days after the Effective Date specified in the SCC.

9. Program schedule	9.1 Before commencement of the Work, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Work shall be carried out in accordance with the approved Program as updated.
10. Starting Date/Expiration Date	10.1 The Contractor shall start carrying out the Work fourteen (14) days after the date the Contract becomes effective. 10.2 Unless terminated earlier pursuant to Clause GCC 14 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC. 10.3 The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer of any event(s) and request the Employer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer within such period as may be prescribed by the Employer for the same; and the Employer shall extend the Time for Completion as determined. 10.4 If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the SCC for each day for which he fails to complete the Works.
11. Entire Agreement	11.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. Modification	12.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Work, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party. 12.2 In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.
13. Force Majeure	13.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. 13.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event. 13.3 Extension of Time Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. 13.4 Payments During the period of their inability to perform the Works as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract.

14. Termination	14.1 By the Procuring Agency The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); (a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension; (b) If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; (c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings; (d) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Works for a period of not less than sixty (60) calendar days; (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; 14.2 By the Contractor The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause. (a) If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue; (b) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Works for a period of not less than sixty (60) calendar days; (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration; (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.
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15. (a) General	15.1 Standard of Performance i. Programme for execution of contract will be provided as per SCC. ii. The Contractor shall perform the Works and carry out the Works with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Works, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties; iii. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Works. 15.2 Law Applicable to Work The Contractor shall perform the Works in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-contractor, comply with the Applicable Law. 15.3 Contractor's Representative The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid. 15.4 Remedying Defects The Contractor shall for a period stated in the SCC from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications machinery, equipment and works and which is so identified by the Employer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. 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. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation. 15.5 Uncovering and Testing The Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a
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	Variation. 15.6 Contractor's Design The Contractor shall carry out design to the extent specified, as referred to in SCC. The Contractor shall promptly submit to the Employer all designs prepared by him. Within fourteen (14) days of receipt the Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary. 15.7 Responsibility for Design The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Employer shall be responsible for the Specifications and Drawings.
15 (b). Price Adjustment	15.8 Following evaluation methods for price adjustments will be followed: (i) Price Adjustment for Technical Compliance The cost of making good any deficiency resulting from technical non-compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non-availability of price from other bidders, the price will be estimated by the Employer. (ii) Price Adjustment for Commercial Compliance The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Employer will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices. (iii) Price Adjustment for Deviation in Terms of Payments If a bid deviates from the terms of payment/payment conditions as specified in the Conditions of Contract and if such deviation is considered acceptable to the Employer, mark-up earned for any earlier payments involved in the terms outlined in the Bid as compared to those stipulated in the Conditions of Contract shall be calculated at the mark-up rate 8% per annum (insert rate) and shall be added to the Corrected Total Bid Price for comparison purposes only.

16. Conflict of Interests	16.1 Contractor Not to Benefit from Commissions and Discounts The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration. 16.2 Contractor and Affiliates Not to be Otherwise Interested in Project The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
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	16.3 Prohibition of Conflicting Activities Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities: (a) during the term of this Contract, any business or professional activities in Pakistan which would conflict with the activities assigned to them under this Contract; (b) during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract; (c) after the termination of this Contract, such other activities as may be specified in the SCC.
17. Insurance to be Taken Out by the Contractor	17.1 The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.
18. Contractor's Actions Requiring Procuring Agency's Prior Approval	18.1 The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions: (a) appointing such members of the Personnel not provided by the Contractor; (b) changing the Program of activities; and (c) any other action that may be specified in the SCC.

19. Reporting Obligations	19.1 The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.
20. Liquidated Damages	20.1 Payments of Liquidated Damages The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. 20.2 Correction for Over-payment If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC. 20.3 Lack of performance penalty If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. Performance Guarantee	21.1 Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount specified in SCC. 21.2 The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract. 21.2 The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in SCC. 21.3 The Performance Guarantee will be discharged by the Procuring agency and retained for twelve (12) months following the date of completion of the Contractor's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC. 21.4 Integrity Pact The contractor shall sign an Integrity Pact with employer on prescribed format to safeguard the interest and benefits of the Procuring Agency. If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Employer shall be entitled to: (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants; (b) terminate the Contract; and (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants. On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made after having deducted the amounts due to the Employer.
22. Sustainable Procurement	22.1 The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.
D. Contractor's Personnel	

23. Description of Personnel	23.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.
24. Removal and / or Replacement of Personnel	24.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications. 24.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency. 24.3 The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. Services and Facilities	25.1 The Procuring Agency shall make available to the Contractor, for the purposes of the Works, free of any charge, the services, facilities and at site. 25.2 In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.
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F. Payments to the Contractor

26. Contract Price	26.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.
27. Terms and Conditions of Payment	27.1 Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor
28. Quality Control Identifying Defects	28.1 The principle and modalities of Inspection of the Works by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.
29. Correction of Defects, and Lack of Performance Penalty	29.1 The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected. 29.2 Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice. 29.3 If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.
30. Settlement of Disputes Amicable Settlement	30.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. 30.2 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Project Director SIDC. Such reference shall state that it is made pursuant to this Clause. No later than the twenty-eight (28) days after the day on which he received such reference, the Project Director SIDC shall give notice of his decision to the Employer and the Contractor. 30.3 Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Project Director

	unless and until the same shall be revised, as hereinafter provided in an arbitral award. Notice of Dissatisfaction 30.4 If a Party is dissatisfied with the decision of the Project Director or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Project Director is revised by an arbitrator.
31. Dispute Settlement	Arbitration 31.1 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 30.4, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. 31.2 CEO SMEDA will be the arbitrator for any kind of dispute arising between employer and contractor. The place of arbitration will be SMEDA Head Office, Lahore 31.3 Legal proceedings of any kind of disputes, if arises, between employer and contractor will be filed in Sialkot courts. 31.4 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.
32 Blacklisting	Integrity Pact If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Employer shall be entitled to: (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants; (b) terminate the Contract; and (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

	On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.
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Section VII.

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 4	Notices: The addresses for the notices are: The Procuring Agency: SMEDA/SIDC 14-Km Motra, Adjacent Imam Bukhari University, Sialkot Road Daska. Tel: 052-6227310, 052-6227311 The Contractor: [Name, address and telephone number]. The Contractor/ Bidder's Representative(s) [Name, address, telephone number and e-mail address]
GCC 6.1	The Authorized Representatives are: For the Procuring Agency: Name: <u>Mr. Sarwar Hanif</u> Designation: <u>Project Director</u> Address: <u>SIDC, 14-Km Motra, Adjacent Imam Bukhari University, Sialkot Road Daska</u> For the Contractor: Name: Designation: Address:
GCC 7	Effectiveness of the contract The contract shall be effective within fourteen (14) days from the date of signature of the Contract by both parties
GCC 8	Commencement of Work: The Contractor shall commence the work from the effective date of contract.
GCC 10.2	Expiration of Contract: The time period shall be 120 days from commencement of work.
GGC 15.1, 15.3 & 15.5	Programme will be submitted within (07) days of the Commencement Date. Form of programme: (Bar Chart/CPM/PERT or other) as per GGC 15.1 Period for remedying defects will be 12 months from the issuance of certificates as per GCC 15.3 Design, if any, manuals and drawings wherever required by the Employer shall be prepared and provided by the Contractor as per GGC 15.3.

GCC 16.3	Conflict of Interest: The Procuring Agency reserves the right to determine on a case-by-case basis whether the Contractor should be disqualified from execution of work due to a conflict of a nature described in Clause GCC 17.
GCC 17	Arrangements The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Employer with evidence that any required policy is in force and that the premiums have been paid. Default If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.
GCC 20	Liquidated Damages: If the Contractor fails to execute works as required under the contract, the Contractor shall pay to the procuring agency as Liquidated Damages at a rate of 0.1% to 10% of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.
GCC 21	Performance Guarantee: The performance guarantee shall be <i>10% of the contract price</i> in the form Bank Guarantee / Pay Order / Bankers Cheque / CDR in favor of <i>SIDC</i>. Validity: 12 months from the issuance of completion certificate. Cost of any expenditure / defect correction, if remain unpaid by the contractor shall be adjusted in the performance guarantee.
GCC 27	Terms of Payment: Payment of Contract Price shall be made in the following manners: Payments shall be released by the Employer to the Contractor, at Employer's choice, either full or part payments in the form of Cheque/(s) or Pay-order/(s). All payments will be released upon employer certificates. Contractor shall be responsible to complete Works at Site (Sialkot- Pakistan) with payment including all taxes, duties, charges freights etc.

	Payments for Supply, Installation, Commissioning and Trial Run of Bladder's Machinery and Equipment: 70% of contract value after supply of Machinery & Equipment at SIDC site upon submission of following documents: ▪ Bills (3 originals) ▪ Sales Tax Invoice ▪ Goods Receiving Certificate ▪ Inspection Certificate (issued by the Employer) 30% of contract value for the Machinery & Equipment on issuance of Completion Certificate by employer after successful installation, commissioning, trial run and successful production complying with relevant standards (where applicable) upon submission of following documents: ▪ Bills (3 originals) ▪ Sales Tax Invoice ▪ Inspection & Completion Certificate (issued by the Employer) <u>NOTE:-</u> Part supply / work and part payments may be allowed by the Employer. Valuation of the Works: <i>i)</i> Lump sum price as per Schedule of Prices, or <i>ii)</i> Lump sum price with schedules of rates, or <i>iii)</i> Lump sum price with bill of quantities (details),
GCC 28	Identifying Defects: The procuring agency reserves the right at any time to inspect project site and evaluate pace of work to be executed by the contractor and detect any defect in execution of work, if any.