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**CAPITAL DEVELOPMENT AUTHORITY  
AIWAN-E-SADR CIVIL**

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Name of Work:- **PROVIDING AND FIXING OF FLOOR  
TILES IN OFFICES OF ESTB DIVISION  
AT FIRST FLOOR CABINET BLOCK IDB.**

**N.I.T**

NIT Amount	Rs.6,153,837/-
Earnest Money	Rs.184,615/-
Completion Period	03 months

  
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**CAPITAL DEVELOPMENT AUTHORITY  
CIVIL DIVISION A/SADR**

**NIT / BIDDING DOCUMENTS**

Name of Work: **PROVIDING AND FIXING OF FLOOR TILES IN OFFICES  
ESTB DIVISION AT FIRST FLOOR CABINET BLOCK IDB.**


NIT Amount	Rs.6,153,837/-
Earnest Money	Rs.184,615/-
Completion Period	03 months

Certified that this NIT Consists of 62 Pages (From Page 01 to Page 62)  
(From Page One to Page Sixty Two only.)

  
Director  
Aiwan-e-Sadr, CDA

  
Deputy Director,  
Civil Division A/Sadr, CDA  
Deputy Director (Genl)  
Aiwan-e-Sadr, CDA

*NIT approved for Rs.6,153,837/- (Rupees six million one hundred fifty three thousand eight hundred thirty seven only).*

  
Director General (Services), CDA.

  
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## INVITATION FOR BIDS

Name of Work:

**REPLACEMENT OF FLOOR TILES IN FIRST FLC  
CORRIDORS OF CABINET DIVISION AT CABINET BLO  
ISLAMABAD**

- i. The Employer, Capital Development Authority, invites Sealed Bids through **National competitive bidding on %age basis in Single Stage One envelop** procedure from eligible firms having Pakistan Engineering Council Registration Certificate in appropriate categories with relevant codes valid for the year 2025-26 along with proof their eligibility and qualification as mentioned in the Bidding Documents for the captioned project. The NIT cost of the project / work is **Rs. 6,153,837/-**
- ii. Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bids security, bid validity, opening of bids and any other clarifications are available for the interested bidders in the office of **Deputy Director, Civil A/Sadr, CDA, Capital Development Authority Room No.32, Aiwan-e-Sadr Building Islamabad**, upon submission of application along with Earnest Money (bid security) in shape of CDR amounting to **Rs.184,615/- (Rupees two hundred eleven thousand six hundred twenty eight only)** in favor of **Deputy Director, Civil A/Sadr,CDA** as mentioned in the bidding documents during working hours till dated \_\_\_\_\_. No application will be received after scheduled date and time.
- iii. The bids, prepared in accordance with the instruction in the bidding documents, must reach at office of **Director Aiwan-e-Sadr, CDA**, on or before 12:00 PM, on \_\_\_\_\_. The bids will be opened at 12:30PM on same date in the presence of bidder's authorized representatives who choose to attend.
- iv. The advertisement is also available on CDA, PPRA E-PADS website and leading newspapers.

  
**Deputy Director,  
Civil Division A/Sadr, CDA  
Deputy Director (Civil)  
Aiwan-e-Sadr, CDA**

  
**D.D.**

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**INSTRUCTIONS TO BIDDERS**

(Note: These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

**A. GENERAL**

**IB.1 Scope of Bid & Source of Funds**

**1.1 Scope of Bid**

The Employer as defined in the Bidding Data (hereinafter called "the Employer") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

**1.2 Source of Funds**

The Employer has arranged funds from its own sources or any other source which may be indicated accordingly

**IB.2 Eligible Bidders**

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of Works.
- b) duly pre-qualified/enlisted with the Employer.

**IB.3 Cost of Bidding**

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**B. BIDDING DOCUMENTS**

**IB.4 Contents of Bidding Documents**

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid  
Schedules to Bid comprise the following:
  - (i) Schedule A: Schedule of Prices
  - (ii) Schedule B: Specific Works Data
  - (iii) Schedule C: Works to be Performed by Subcontractors
  - (iv) Schedule D: Proposed Program of Works
  - (v) Schedule E: Method of Performing Works
  - (vi) Schedule F: Integrity Pact

  
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3. Conditions of Contract & Contract Data
  4. Standard Forms:
    - (i) Form of Bid Security
    - (ii) Form of Bank Guarantee
    - (iii) Form of Contract Agreement
    - (iv) Form of Bank Guarantee for Advance Payment
  5. Specifications
  6. Drawings, if any

**IB.5 Clarification of Bidding Documents**

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Employer at the Employer's/Engineer's address indicated in the Bidding Data.
- 5.2 The Engineer/Employer will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Bids. Copies of the Engineer/Employer's response will be forwarded to all prospective bidders, at least five (5) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

**IB.6 Amendment of Bidding Documents**

- 6.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.


**C. PREPARATION OF BIDS**

**IB.7 Language of Bid.**

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

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**IB.8 Documents Comprising the Bid**

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- 8.1 The bid prepared by the bidder shall comprise the following components:
- (a) Covering Letter
  - (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
  - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.
  - (d) Bid Security furnished in accordance with Clause IB.13.
  - (e) Power of Attorney in accordance with Sub-Clause IB 14.5.
  - (f) Documentary evidence in accordance with Clause IB.11
  - (g) Documentary evidence in accordance with Clause IB.12.

**IB.9 Sufficiency of Bid**

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except 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.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

**IB.10 Bid Prices, Currency of Bid and Payment**

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

**IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

  
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**IB.12 Documents Establishing Works' Conformity to Bidding Documents**

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

**IB.13 Bid Security**

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or an insurance company having atleast AA rating from PACRA/JCR in favor of the Employer valid for a period up to twenty eight (28) days beyond the bid validity date.

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Bank Guarantee, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.

13.5 The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a successful bidder, if he fails to:
  - (i) furnish the required Bank Guarantee in accordance with Clause IB.21, or
  - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

**IB.14 Validity of Bids, Format, Signing and Submission of Bid**

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 All Schedules to Bid are to be properly completed and signed.

14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL"

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*[Handwritten signature]*  
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**IB.21 Bank Guarantee.**


- 21.1 The successful bidder shall furnish to the Employer a Bank Guarantee in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

**IB.22 Integrity Pact**

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

*[Handwritten signature]*  
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# BIDDING DATA

## BIDDING DATA

The following specific data for the works to be held shall complete, amend or supplement the Provisions in the Instruction of Bidders. Whenever there is a conflict, the provisions herein Bidding Data shall prevail over those in the Instructions to Bidders.

Reference to Instruction to Tender	BIDDING DATA
	<p><b>Name of Work: <u>PROVIDING AND FIXING OF FLOOR TILES IN OFFICES OF ESTB DIVISION AT FIRST FLOOR CABINET BLOCK IDB.</u></b></p> <p><b>Name &amp; Address of The Employer:</b></p> <p>Capital Development Authority (CDA), CDA Complex, Block-IV, Suharwardy Road, Sector G-7/4, Islamabad.</p> <p><b>Name &amp; Address of The Engineer:</b></p> <p>The Member (Engineering), Capital Development Authority (CDA), CDA Complex, Block-IV, Suharwardy Road, Sector G-7/4, Islamabad.</p>
<b>I.B-1</b>	<b>Scope of Bid</b>
1.1	<p>The Employer as defined in the Bidding Data will be Capital Development Authority wishes to receive Bids for the Works summarized in the Bidding Data.</p> <p>Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.</p>
<b>I.B-1</b>	<b>Source of Funds</b>
1.2	<p>“The funds are chargeable from Main Head – <b>Maintenance Grant</b>”</p>
<b>I.B-2</b>	<b>Eligible Bidders:</b>
2.1	<p>Bidding is open to all firms and persons meeting the following requirements:-</p> <ol style="list-style-type: none"><li>Duly registered with Pakistan Engineering Council (PEC) in the appropriate category, Codes &amp; Electrical License where required.</li><li>Only firms / contractors enlisted / connected with PPRA on E-PADS Software as vendors are eligible to give bid and purchase bidding documents.</li><li>The eligibility criteria of firms having relevant Technical Skills, financial soundness and at least 03 No. of relevant work orders in last two financial years will be observed before issuance of tender documents.</li><li>Other Criteria as mentioned in Technical specifications of</li></ol>

  
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	under and shall be deemed to include all costs of performing the works including all taxes and duties, profits and costs of accepting the general risks, liabilities and obligations of every kind set forth or implied in the contract.
<b>I.B-11</b>	<b>Documents Establishing Bidder's Eligibility and Qualifications</b>
11.1	Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
<b>I.B-12</b>	<b>Documents Establishing Works' Conformity to Bidding Documents</b>
12.1	The documentary evidence of the Works' conformity to the Bidding Documents and Data shall be furnished by the bidder as per bidding data.
12.2	The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the CDA in the BOQ specifications are intended to be descriptive only and not restrictive.
<b>I.B-13</b>	<b>IB.13 Bid Security</b>
13.1	Bidder's Application should be accompanied with the bid Security / Earnest Money in the shape of Pay order / Deposit at Call (CDR) clearly indicating the Name of Firm issued by local scheduled bank in favor of Deputy Director, Civil Division A/Sadr, CDA and should be generated from firm's own bank account only. The prospective bidders will also upload scanned copy of Bid Security / CDR on E-PADS.
13.2	Any bid not accompanied by an acceptable Bid Security shall be rejected by the CDA as non-responsive.
13.3	The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
13.4	The bid security of lowest bidder will be adjusted as a security deposit in 1 <sup>st</sup> Running bill.
13.5	The Bid Security may be forfeited: <ul style="list-style-type: none"><li>(a) if a bidder withdraws his bid during the period of bid validity; or</li><li>(b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or</li><li>(c) in the case of a successful bidder, if he fails to:<ul style="list-style-type: none"><li>(i) furnish the required Bank Guarantee in accordance with Clause IB.21, or</li></ul></li></ul>

  
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19.2	<p>Documents and who has offered the Most Advantageous Bid or lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IB.18.</p> <p>Not with standing Sub-Clause IB.19.1, the CDA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the CDA action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.</p>
<b>I.B-20</b>	<b>Notification of Award &amp; Signing of Contract Agreement</b>
20.1	Dy. Director Civil Division A/Sadr CDA will notify the successful bidder on E-PADS web site Letter of Intent /Acceptance within validity period that his bid has been accepted. Award of work / Letter of start will also be issued accordingly.
20.2	Within seven (7) days from the date of furnishing of acceptable Bank Guarantee under the Conditions of Contract, this office will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
20.3	The formal Agreement between CDA & successful bidder / Contractor will be soon after fulfilling of all codal formalities of the Contract Agreement.
<b>I.B-21</b>	<b>Bank Guarantee.</b>
21.1	The successful bidder shall furnish to the CDA 10% Bank Guarantee of the Agreement Value issued by only Scheduled Bank of Pakistan or National Insurance Company Limited (NICL) as stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Start / Award of work.
21.2	Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
<b>I.B-22</b>	<b>Integrity Pact</b>
	The Successful Bidder / Contractor shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

D.D.

**CAPITAL DEVELOPMENT AUTHORITY  
(CIVIL DIVISION A/SADR)**

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**SUBJECT: PROVIDING AND FIXING OF FLOOR TILES IN OFFICES OF ESTB DIVISION AT FIRST FLOOR CABINET BLOCK IDB.**

**ABSTRACT OF COST**

<b>I. Cost of MRS-2025 1<sup>st</sup> BI Annual RWP:-</b>	<b>RS.</b>	<b>6,153,837/-</b>
Percentage _____ Above/Below	Rs.	
<b>TOTAL BID COST</b>	<b>Rs.</b>	

Note: The contractor is required to give percentage in **figure & words** separately to put tender.

Signature / Seal of Contractor / Bidder	
Name of Firm/Contractor	
Address of Firm/Contract	
Earnest Money/Call Deposit Amount	
Call Deposit No. & Date	
Name of Bank From Issued	

  
**Deputy Director**  
**Civil Aiwan-e-Sadr, CDA**  
*Deputy Director (Civil)*  
**Aiwan-e-Sadr, CDA**

  
**D.D.**

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CAPITAL DEVELOPMENT AUTHORITY  
(MAINT DIVISION (CIVIL))

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D.D.

Subject PROVIDING AND FIXING OF FLOOR TILES IN OFFICES OF ESTB DIVISION AT FIRST FLOOR CABINET BLOCK IDB.

Sub Head-I Civil Works

S.No	Ref	Description	Qty	Rate(Rs)	Unit	Amount(Rs)
1	10-38	Providing and laying superb quality Porcelain glazed tiles of Master / Stile brandor approved equivalent manufacturer, skirting / dado of specified size, Color and Shade with adhesive / bond over 1/2"thick (1:2) cement plaster i/c the cost of matching sealer for finishing the joints, cutting grinding complete in all respect as approved and directed by the Engineer Incharge.				
	i)	400 mm x 400 mm	1,482.51	4,150.95	Sqm	6,153,837.85
Total On MRS 1st Annual 2025 Rs.						6,153,837.85

  
Deputy Director (Civil)  
Aiwan-e-Sadr, CDA

  
D.D.

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2

#### **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.

4.3

#### **Subcontracting**

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

4.4

#### **Bank Guarantee.**

The Contractor shall provide Bank guarantee to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Bank guarantee shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance, valid 28 days beyond the defect liability period.

5.

### **DESIGN BY CONTRACTOR**

5.1

#### **Contractor's Design**

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within fourteen(14) days of receipt the Engineer/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 Engineer/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.

5.2

#### **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 Engineer/Employer shall be responsible for the Specifications and Drawings.

6.

### **EMPLOYER'S RISKS**

6.1

#### **The Employer's Risks**

The Employer's Risks are:

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;



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## **TAKING-OVER**

8.1

### **Completion**

The Contractor may notify the Engineer when he considers that the Works are complete.

8.2

### **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9.

## **REMEDYING DEFECTS**

9.1

### **Remedying Defects**

The Contractor shall for a period stated in the Contract Data 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 material in the execution of Works and which is so identified by the Employer/Engineer 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/Engineer 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.

9.2

### **Uncovering and Testing**

The Engineer/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 Variation in accordance with Sub-Clause 10.2.

10.

## **VARIATIONS AND CLAIMS**

10.1

### **Right to Vary**

The Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Engineer in writing and if the same are not refuted/denied by the Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2

### **Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or

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### **Replacement of the Engineer**

“If the Employer intends to replace the Engineer, the Employer shall, not less than 14 before the intended date of replacement, give notice to the contractor, of the name, address and relevant experience of the intended Replacement Engineer. The Employer shall not replace the Engineer with a person against whom the contractor raises reasonable objection by notice to the Employer, with supporting particulars.”

4.

## **THE CONTRACTOR**

4.1

### **General Obligations**

The Contractor shall carry out the Works properly and in accordance with the Contract Agreement. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2

### **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.

4.3

### **Sub contracting**

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the CDA.

4.4

### **Bank Guarantee.**

The successful bidder shall furnish to the CDA 10% Bank Guarantee of Agreement Value issued by only Scheduled Bank of Pakistan stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Start / Award of work.

### **Bank Guarantee Binding on Variations and Changes**

The Bank Guarantee shall be binding irrespective of changes in the quantities or variations in the works or extensions in Time for completion of works which are granted or agreed upon under the provisions of the contract.

Without limitations to the provision of preceding paragraph, whenever the engineer determines an addition to the contract price as of result of change in cost and/or legislation or as a result of variation amounting to more than 25% of contract price, the contractor, at the Engineer's written request, shall promptly increase the value of Bank Guarantee by an equal percentage in accordance with the provision of

Sub-Clause 4.4

5.

## **DESIGN BY CONTRACTOR**

Contractor has to execute the work as per drawing design part of bidding documents.

6.

## **EMPLOYER'S RISKS**

6.1

### **The Employer's Risks**

  
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by the CDA / Engineer for the same; and the CDA shall extend the Time for Completion as determined.

7.4  
**Late Completion / Liquidity Damages**

The contractor shall pay the amount 0.01% of the contract price for each day of delay in completion of the works subject to a maximum of 10% of contract price. The Member (Engineering), CDA is empowered to apply liquidity damages for delay.

8.  
**TAKING-OVER**

8.1  
**Completion**

The Contractor may notify the Engineer Incharge / CDA when he considers that the Works are complete.

8.2  
**Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the CDA Engineer Incharge shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the CDA Engineer Incharge may identify any outstanding items of work which the Contractor shall undertake during the Defect Liability & Maintenance Period.

9.  
**REMEDYING DEFECTS**

9.1  
**Remedying Defects**

The Contractor for Defect Liability Period of One year after the date of completion of work will carry out at no additional cost to the CDA, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the CDA / Engineer Incharge in writing within the said period. Upon expiry of the DLP of one year, and subject to the Contractor's faithfully performing his aforesaid obligations, the CDA / Engineer Incharge 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 CDA 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.

9.2  
**Uncovering and Testing**

The CDA / Engineer Incharge 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 Variation in accordance with Sub-Clause 10.2.

10.  
**VARIATIONS AND CLAIMS**

10.1  
**Right to Vary**

The CDA / Engineer Incharge may issue Variation Order(s) in writing. Where for any reason it has not been possible for the CDA / Engineer Incharge to issue such Variations

  
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