



CAPITAL DEVELOPMENT AUTHORITY
Maintenance Division Civil
Aiwan-e-Sadr



NIT

**REPLACEMENT OF FLOOR TILES IN 4TH FLOOR CORRIDOR AND MISC.
MAINTENANCE WORKS IN ROOM NO. 4035 & 2178 OF CABINET DIVISION AT
CABINET BLOCK ISLAMABAD.**

NIT Amount.	Rs.4,542,744/-
Earnest Money.	Rs.136,282/-

CENTRAL PUBLIC DEPARTMENT CODE PARAGRAPHS 88-89

- (i) Name of works :- Replacement of 4.5m x 1.5m x 4.5m Floor Corridor 2
- (ii) NIT Amount Rs. 4542744/- and Misc. Maintenance works in Room no. 4035, 52178, 7661 in Divisional Office at B. H. S. D. Office

1. Contract documents consisting of detailed plans, complete specifications, schedule of quantities of various classes of work to be done and the set of conditions of contract to be completed with by the person whose tender may be accepted, which will also be found printed in the form of tender can be seen at Divisional Office during office hours in the working days.

2. Tenders are to prepared on CDA Form No. CDA/W/7 which can be obtained from the office of Dir (Civil) CDA on payment of Rs. _____ in cash (non refundable). The time allowed for carrying out the work will be found mentioned in the NIT and Tender Form.

3. Tenders which should always be placed in sealed covers with name of work written on the envelope will be received and opened by the Dir (Civil) CDA on MI at 11:30 A.M. in his office on the same day and time.

4. The contractors should quote in figures as well as in words the %age tendered by them. When a contractor signs a tender in local language the %age and total amount tendered in case of CDA Form-7 should also be written in the same language. In the case of illiterate contractors, the %age and total amount tendered should be attested by Witness. No tender form shall be issued on the date, fixed for the opening of tenders.

5. Earnest money amounting to Rs in figures and words Rs. 136282/- should be deposited in the shape of deposit at call receipt which should be attached with the tender and each tender must be in a sealed cover superscribed tender for the above work and addressed to Dir (Civil) CDA Islamabad.

6. The contractor whose tender is accepted will be required to furnish security for the due fulfilment of his contract consisting of deduction of 5% from the monthly Payments to be made on account of work done. The earnest money will be attached with tender in shape of call deposit and it will be treated as part of security.

7. The contractor shall give an undertaking that no member of his Firm who has a financial interest in it's profits and losses is a gazetted officer or an Assistant Director (Sub: Divisional Officer) of CDA or is related to a Gazetted Officer or an Assistant Director of CDA or to a Gazetted Officer of the rank of Assistant Secretary or above of Works Division or any Officer of CDA and that the Firm will not allow any such relation of any Officer to have financial interest in the firm during the currency of the contract. In the event of a breach of this clause or of undertaking or if the undertaking is found to be false, the contract shall be liable to immediate cancellation and the Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of CDA.

8. The contractor should not stipulate any additional condition and tender containing any such condition may not be considered and may be summarily rejected.

9. The CDA reserves the right to distribute the work between more than one contractors.

10. The tenderer should sign each page of the document as well as all corrections, interpolations and over writings in the form, schedule of quantities and specifications before, submission of tender. If he does not comply with it, he shall be responsible for all risks involved.

11. The acceptance of tender will rest with the Dir (Civil) CDA who do not bind themselves to accept the lowest tender and reserve to themselves the authority to reject any or all of the tenders received. Tenders will be accepted within 90 (ninety) days from the date of opening, failing which the contractor, if not willing to carry out the work, will be entitled to the refund of Earnest money.

12. Contractor should submit 2 (two) extra copies of his tender documents without which no tender will be entertained.

13. No escalation shall be paid to contractor in any case. The %age on rates offered quoted by the Firm/Contractor shall be considered inclusive of all increases in the rates/prices of material and labour till the completion of project in all respects.

14. Royalty will be deducted from contractors on local sand, gravel and stone taken out from any quarry/place within Islamabad limits and incorporated in CDA works. Recovery rates of sand, gravel and stone will be Rs. 12/- (Twelve) Rs. 21/- (Twenty one) & Rs. 42/- (Forty two) P%Cft respectively.

15. The contractor should submit a list of labour to be employed on the work with their names & home addresses etc. to ~~By~~ Director (W&S) CDA under intimation to the Police Station Authorities so as to deter Kharkars, bringing Kidnapped boys from other parts of the country.

16. The contractor will provide following additional documents while submitting the tender, otherwise the tender will be liable to rejection:--

- (i) Power of Attorney.
- (ii) Partnership deed.
- (iii) Programme of work.
- (iv) Non-relationship certificate.
- (v) Income Tax Registration certificate.
- (vi) Non Judicial Stamp paper worth Rs. 10/- only.
- (vii) Registration of Firm.
- (viii) Professional tax certificate.

17. Convassing in connection with tender is strictly prohibited and the tender submitted by the contractor who resort to convassing, will be liable to rejection.

18. No royalty on earth in-corporated in CDA works will be deducted from the contractors.

19. Bull Dozer/excavator shall not be used on works/projects within territorial limits of Islamabad without obtaining prior written permission from Director (W&S), Director Maintenance, Director Electrical, Director Roads (N) or (S) and Director Environment CDA.

20. Security deposit shall be released with the approval of Chairman CDA or Officer one step above the tender accepting authority.

21. The contractor shall not be required to return empty cloth/paper bages of Cement to CDA.

22. All precasting work i/c Kerb stones, grating and manhole covers etc. should be casted using proper steel moulds and vibrating on vibrating tables.

23. The tender documents will be issued to the contractor on production of call deposit in favour of CDA alongwith the application.

(FULL SIGNATURE OF)
DEPUTY DIRECTOR
(WITH NAME)
CDA ISLAMABAD.
Deputy Director (Civil)
Aiwan-e-Sadr, CDA

DD
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Certified that this NIT contains 28 pages (one to two only).

(FULL SIGNATURE)
SEAL OF DD WITH NAME
IN CAPITAL WORDS.
Deputy Director (Civil)
Atwan-e-Sadr, CDA

CDA-W. 7

CAPITAL DEVELOPMENT AUTHORITY

DIRECTOR GENERAL WORKS/SERVICES

Division	NIT Cost	Cost of Tender
<u>Civil</u> A/S <u>Chief</u> <u>Bhel</u> <u>Dial</u>	(a) upto 0.50 (M)	Rs. 500/-
	(b) Rs. 0.50 (M) to Rs. 2.00 (M)	Rs. 1000/-
	(c) Rs. more than 2.00 (M)	Rs. 2000/-
	(d) Tender document as per Fidic	to be decided by Engineer Incharge.

This Tender will be received and opened on (date) NIT at (hours) 11:30 A.M. in the Office of Deputy Director (Civil) A/S Chief Islamabad, 12-12-2018

NAME OF CONTRACTOR _____

Address : (a) Permanent _____

(b) Present _____

NAME OF WORK Replacement of 11KV lines in 4th floor corridor and
Misc. maintenance work in Room No. 4035 52178 of Civil Division at

NET AMOUNT Rs. 4,542,744/-

EARNEST MONEY Rs. 1,362,822/-

NIT approved for Rs. 4,542,744/- (Rupees Four =
million five hundred forty two thousand seven hundred =
forty four only)

JAMEEL AHMED
Director Atwan-e-Sadr, CDA
15/01/2019

Division *(Civil) Robert Bhatt A/S*

CAPITAL DEVELOPMENT AUTHORITY

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the Deputy Director. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the Amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tender and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the Deputy Director shall also be open for inspection by the contractor at the office of the Deputy Director during the office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so; such power-of-attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Pakistan Partnership Act.

3. Receipts for payments made on account of a work, when executed by a firm, must also be signed by the several partners except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed forms, stating at what %age he is willing to undertake the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Director or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest-money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest-money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.


6. The officer competent *D.P. Puri* to accept the tenders, shall have the right of rejecting all or any of the tenders, and will not be bound to accept the lowest tender.

7. The receipt of an accountant or a clerk for any money paid by the contractor will not be considered as an acknowledgement of payment to the Deputy Director and the contractor shall be responsible for seeing that he procures a receipt signed by the Deputy Director or a duly authorized cashier.

8. The memorandum of work tendered for, and the schedule of materials to be supplied by the C.D.A. and their issue rates shall be filled in and completed in the office of the Deputy Director before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, and shall request the office to have this done before he completes and delivers his tender.

Contractor's Signature,

Deputy Director's Signature.


CAPITAL DEVELOPMENT AUTHORITY
(Maintenance Division (Civil))
Aiwan-e-Sadr

SUBJECT:- REPLACEMENT OF FLOOR TILES IN 4TH FLOOR CORRIDOR AND MISC. MAINTENANCE WORKS IN ROOM NO. 4035 & 2178 OF CABINET DIVISION AT CABINET BLOCK ISLAMABAD.

GENERAL ABSTRACT OF COST

NIT Amount Rs. 4,542,744/-

Cost of work based on *MRS-2025 1st BI ANNUAL RWP* Rs. 3,556,271/-

Percentage _____ above / below. Rs. _____

Cost of work based on Non-Schedule Rates Rs. 986,473/-

Percentage _____ above / below. Rs. _____

Total Bid Cost: - Rs. _____

(Contractor's Signature)


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

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D.D. -



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D.D. -

CAPITAL DEVELOPMENT AUTHORITY
(MAINT DIVISION (CIVIL))

Subject Replacement of Floor Tiles in 4th Floor Corridor and Misc. Maintenance Works in Room No. 4035 & 2178 of CABINET Division at Cabinet Block Islamabad.

S.No	Ref	Description	Qty	Rate(Rs)	Unit	Amount(Rs)
1	4-50	Dismantling glazed or encaustic tiles etc	591.83	372.10	Sqm	220,219.94
2	10-38	Providing and laying superb quality Porcelaing lazed tiles of Master / Stile brandor approved equivalent manufacturer,skirting / dado of specified size,Color and Shade with adhesive / bondover 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.				-
	ii)	600mm x 600 mm	591.83	4,869.50	Sqm	2,881,916.19
3	9-48	Providing and fixing false ceiling comprises of Gypsum board laminated sheet of size 2'x2'/2'x3'/3'x3'of specified design and thickness i/c cost of fixtures i.e galvanized angle1"x1"at wall sides, galvanized tee1/4"x1"and1 1/2"x1" both at 4"c/c (made of Taiwan CKM or equivalent), hanging with G.I/Copper wire16SWG, G.I hook, Rawal Plug etc:complete in all respects as approved and directed by the Engineer Incharge. 7.5mm thick	56.45	1,666.25	Sqm	94,061.07
4	4-32(a)	Removing door with chowkat	2.00	648.45	Per No	1,296.90
5	4-13	Dismantling brick work in lime or cement mortar	0.58	2,258.85	Cum	1,301.43
6	7-5	Pacca brick work in ground floor, cement sand mortar, Ratio 1:6	1.38	13,692.60	Cum	18,831.69
7	11-12	Cement Plaster 1:6 upto 20' (6.00mm) height				-
		b) 1/2" (13mm) thick	12.04	468.15	Sqm	5,634.33
8	13-44	Preparing surface and lacquar polish to reveal wooden grains by application of multiple coats of wood sealer sand papering with different no, of sand pappers and lacquar to make glossy surface finish i/c the cost of cotton thinner wood, sealer, complete in all respects				-
		ii) Glossy Finish	40.03	3,067.90	Sqm	122,794.41
9	13-7	French polishing complete:-on old work	22.28	430.35	Sqm	9,589.29
10	12-56	Providing and fixing deodar wood dolly framed having 1x1/2"x1x1/2" (40x40mm) vertical and horizontal double post with 1x1/2"x 1x1/2" (40x40mm) full width of james braces at 12" (300mm) including filling the spaces in between braces with 1:3:6 PCC fixing ply of approved				-
		b) with commercial ply	1.54	10,986.60	Sqm	16,949.59
11	12-48	Glazing with plate glass 1/4" (6 mm) thick including the cost of deodar wood fillets and putty:-	6.27	5,473.90	Sqm	34,339.06
12	12-67	Providing and fixing imported mortise lever handle lock with back plate and back plate of approved quality design and finish including cost of all accessories to complete the job as shown on drawing.	2.00	4,433.25	Each	8,866.50
13	12-65	Proving and fixing automatic hydraulic operated door closer imported heavy duty complete in all respect as approved and directed by the Engineer Incharge.	2.00	4,992.30	Each	9,984.60

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- 8 -
D.D. _____

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D.I

14	13-31	Preparing surface and painting surface emulsion paint				
		a) first coat	200.65	183.75	Sqm	36,869.44
		b) 2nd coat each subsequent coat	200.65	142.25	Sqm	28,542.46
15	9-49	Providing and fixing Gypsum Board Ceiling / Bulkhead as per ASTM standard (C 1396) using sheet in size as specified, screwed (3.5mm x 25mm) to furring channel, including 0.5mm thick G.I wall angle (25 mmx25mm) along the perimeter of the ceiling, 0.5mm thick G.I furring channels, of 35 mm x 22 mm x 22mm, with lips of 10 mm, at 600mm c/c distance, fixed to 0.8mm thick primary G.I channels of (35 mm x 10 mm x 10mm) at 1200mm c/c distance, suspended from the soffit with 6mm adjustable threaded Screws fixed with steel expansion fasteners etc. with provision of ceiling fixtures, complete in all respects and as approved by the Engineer. All joints are sealed with premium quality fiberglass tape, joint filler, including rubbing, finishing complete in all respect. Gypsum Board Size 4'x8'x 12-mm thick.	29.80	2,183.85	Sqm	65,074.06
Total on MRS 1st Annual 2025 Rs.						3,556,270.95
NON SCHEDULE RATES						
S.No	Ref	Description	Qty	Rate(Rs)	Unit	Amount(Rs)
16	N.S.R	Providing and laying best quality glazed tiles flooring/dado of Master/Stile brand or equivalent, size 4'x8' in approved texture (Cosmos black/Soda lite), Color with adhesive/bond i/c the cost of filling for finishing the joints, cutting complete in all respect as approved and directed by the Engineer Incharge.	11.85	17,250.00	Sqm	204,412.50
17	N.S.R.	P/F Rolling Blind (horizontal) plasticcoated fabric, operating by continous cord loop for rolling system, unique design for light control function while preserving.	7.93	5,633.00	Sqm	44,669.69
18	N.S.R.	P/F fiber glass 2 mm thick glass sheet textured color printed i/c frame of M.S pipe 1" x 1", 18 gauge i/c welding complete as per drawing, design and instruction of the Engineer in charge.	3.72	7,050.00	Sqm	26,208.18
19	N.S.R.	S/F PVC/uPvc Sheet-Ceiling/Paneling/Louvers, 1.5mm Thick, as in wall paneling incl fittings in any size, pattern, shape, colour/texture, Complete all as specified.	61.91	5,350.00	Sqm	331,242.37
20	N.S.R	P/F SS T-Jointer size 3/4" in golden colour, complete in all respect as per direction of Engineer Incharge.	8.08	895.00	Rm	7,228.74
21	N.S.R	P/F Expansion Joint Jointer G.I angle 6"x6", 20 SWG incl joint rubber etc. complete in all respect as per direction of Engineer Incharge.	7.31	2,110.00	Rm	15,434.32
22	N.S.R.	S/F lasani Sheet 3/4" thick wall panellig includig Soft wood frame 2-1/2"x1" incl making grooves, fittings in any size, pattern, shape, colour/texture, Complete all as specified.	40.03	3,500.00	Sqm	140,105.00
23	N.S.R.	Refixing of doors including hinges, ect complete as per direction of Engineer Incharge.	2.00	3,000.00	Each	6,000.00
24	N.S.R.	Providing and fixing of Wooden Floor HDF Laminated (Improted) 8mm thick supper water resistance quality, complete over a layer of jumbolon 2mm thick and skirting gola with silicon including mould profile for door i/c polishing and labour, carriage complete as per direction of Engineer Incharge.	38.50	5,485.00	Sqm	211,172.50
Total Cost on N.S.R Rs.						986,473.29
Total MRS 1st Annual 2025 & N.S.R Rs.						4,542,744.24

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D.D. _____

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D.I

TENDER FOR WORKS

I/We hereby tender for the execution for the C.D.A. of the work specified in the under-written memorandum within the time specified in such memorandum at the %age above or below specified therein, and in accordance in all respects with the specifications, designs, and instructions in writing referred to in Rule I here of and in clause (II) of the annexed conditions and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as applicable.

*In figures as well as in words.

MEMORANDUM

- (a) Name of work *Schedule is per attached* (a) If several sub-works are included they should be detailed in a separate list.
- (b) ~~MT~~ Amount Rs. *4,54,244/2*
- (c) Earnest-money Rs. *136,282/1*
- (d) Security Deposit (including earnest-money). 5 per cent of the tendered amount (five%)
- (e) Percentage, if any, to be deducted from bills for (d) above 5 per cent. (five%)
- (f) Time allowed for completion of work from the date of commencement or work as specified in the written order. (in Figures/Words) *02 Months*

Should this tender be accepted: I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereby so far as applicable, or in default thereof to forfeit and pay to the C.D.A. or its successors in office the sums of money mentioned in the said conditions.

A deposit at Call/* drawn on a scheduled bank for the sum of Rs. In figures as well as in words *Rs. 136282 (One lakh three thousand six hundred and eighty two rupees only)* as well as in words is herewith forwarded as Earnest Money to the full value of which is to be absolutely forfeited to the CDA or its successors in office should I/We withdraw my/our tender within 90 (ninty) days from the date for which period the %age on rates offered by me/us in this should remain valid or should I/We fail to commence the work specified in the above memorandum in accordance with clause-1 or (b) the full value of which shall be. retained by the CDA on account of the Security Deposit specified in clause (1) of the said condition of contract.

*Give particulars No. & date of the Bank Draft.

Dated the date of 20

Witness**

(Name in Capital Words)

I.D. Card No.

Address

Occupation

The above tender is hereby accepted by me on behalf of the C.D.A.

Dated the date of 20

()
*Signature of contractor, before submission of tender.

**Signature of witness to contractor's signature.

()
Signature of the officer by whom accepted.

Contractor's Signature,

Deputy Director's Signature.

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CONDITIONS OF CONTRACT

Security Deposit

Clause 1.—The person(s) whose tender may be accepted (hereinafter called the contractor) shall permit C.D.A. at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest-money deposited by him amounting to 5% (five per cent) as per clause-35 of additional terms and conditions Annexed to this Form) of all moneys so payable, such deductions to be held by C.D.A. by way of security deposit. All compensation or other sums of money payable by the contractor to C.D.A. under the terms of his contract may be deducted from his security deposit or from any sums which may be due or may become due to the contractor by C.D.A. on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction as aforesaid the contractor shall within ten days thereafter make good in cash or bank draft any sum or sums which may have been deducted from his security deposit or any part thereof.

Compensation for delay.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence, time 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 per cent, or such smaller amount as the Director (whose decision in writing shall be final), may decide on the amount of the contract, cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further, to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete one fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed; one-half of the work, before one-half of such time has elapsed and three-fourths of the work, before three-fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one per cent, or such smaller amount as the Director (whose decision in writing shall be final) may decide on the contract cost of the whole work for every day that the due quantity of work remains in complete: Provided always that the entire amount of compensation to be paid under the provisions of the clause shall not exceed ten per cent on the amount of the contract.

Clause 3.—In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or committed a breach of any of the terms contained in clause 19-B, the Deputy Director on behalf of the C.D.A. may with the approval of the authority competent to accept the tender, to adopt any of the following courses, as he may deem best suited to the interest of C.D.A.:—

Action when whole of security deposit is forfeited.

(a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of Deputy Director shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of C.D.A.

(b) To employ labour paid by the C.D.A. and to supply materials to carryout the work, or any part of the work, and recover extra expenditure if caused to the C.D.A., from any money due to the contractor by C.D.A. under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof, the certificate of the Deputy Director as to the value of the work done and the extra expenditure caused to the C.D.A. shall be final and conclusive against the contractor.

Risk & cost Action.

(c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of this 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, if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Deputy Director shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by C.D.A. under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

Contractor's Signature,

Deputy Director's Signature.

In the event of any of the above courses being adopted by the Deputy Director the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefor actually performed under this contract unless and until the Deputy Director will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

Clause 4.—In any case in which any of the powers, conferred upon the Deputy Director by clause 3 thereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof, shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared 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. In the event of the Deputy Director putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or, in case of these not being applicable, at current market rates to be certified by the Deputy Director whose certificate thereof shall be final otherwise the Deputy Director may be notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, 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 Deputy Director may remove them at the contractor's expense or sell them by auction or private sale on account of the contractors and at his risk in all respects and the certificate of the Deputy Director as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Contractor remains liable to pay compensation if action not taken under clause 3

Power to take possession of or require removal of or sell Contractor's plant.

Clause 5.—If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other grounds he shall apply in writing to the Deputy Director within 30 days of the date for the hinderance on account of which he desires such extension or accrual of any other ground as aforesaid and the Deputy Director shall, with his recommendations, refer the matter to the Director and the Director shall refer the case to the authority competent to accept the tender. In cases where chairman is tender accepting Authority M(E) has full powers and who shall, if in his opinion (which shall be final) reasonable grounds have been shown therefor, authorise such extension of time, if any, as may, in his opinion, be necessary or, proper.

Extension of time, shall be granted by tender accepting Authority. In cases where chairman is tender accepting Authority M(E) has full powers.

Note.—For the removal of any doubt that may arise, it is hereby clarified and declared that any extension given under this clause; or any other provision of the agreement or any delay, for whatever reason, occurring in the completion of the work within the stipulated or the extended period shall not entitle the Contractor to claim any compensation and no claim from the contractor on his account shall be entertained".

Clause 6.—On completion of the work, the contractor shall be furnished with a certificate by the Deputy Director (hereinafter called the Engineer-in-Charge) of such completion, but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus material and rubbish, and cleaned off the dirt from all wood work, doors, windows, walls, floors, or other parts of any building, in, upon or about which the work is to be executed, or which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Engineer-in-Charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of my such scaffolding or surplus material as aforesaid except for any sum actually realised by the sale thereof.

Final certificate.

Contractor's Signature,

Deputy Director's Signature.

Payment on intermediate certificates to be regarded as advance

Clause 7.—No payment shall be made for works estimated to cost less than rupees one thousand, till after the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than rupees one thousand the contractor shall on submitting the bill therefor be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring, of bad, unsound and 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 occurring of any claim, nor shall it conclude, determine or affect in any way the powers of the 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. The final bill shall be submitted, by the contractor, within one month of the date fixed for completion of the work, otherwise the Engineer-in-Charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Bills to be submitted monthly

Clause 8.—A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge for all work executed in the previous month and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim, as far as admissible, adjusted, if possible, before the expiry of the ten days from the presentation of the bill. 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 said work in the presence of the contractor, whose counter-signature to the measurement list will be sufficient warrant; and the Engineer-in-Charge may prepare a bill from such list which shall be binding on the contractor in all respects. In the event of delay in payment for more than 45 (forty five) days after submission of the bills, the contractor will be entitled to represent direct to the Member Engineering CDA (by name) endorsing a copy of the same to the Member Admin; CDA.

Bills to be on printed forms.

Clause 9.—The contractor shall submit all bills on the printed form 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 or in the case of any extra ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates here-in-after provided for such work.

Payment contractor's bill to bank's.

Clause 9-A.—Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to them, *provided* that the contractor furnishes to the Engineer-in-Charge (1) and authorization in the form of a legally valid document such as a power-of-attorney conferring authority on the Bank to receive payment, and (2) his on acceptance of the correctness of the account made out as being due to him by the C.D.A. or his signature on the bill or other claim preferred against the C.D.A. before settlement by the Engineer-in-Charge of the account or claim by payment to the Bank. While the receipt given by such Bank shall constitute a full and sufficient discharge for the payment, the contractor should, wherever possible, present his bills duly receipted and discharged through his Bankers.

Nothing herein contained shall operate to create in favour of the Bank any rights or equities *vis-a-vis* the C.D.A.

Stores supplied by C.D.A.

Clause 10.—If the specification or estimate of the work provided for the use of any special description of materials 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 and stores, and the prices to be charged therefor as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as any way to control the meaning or effect of his contract, specified in the schedule or 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 then due, or thereafter to become due to the contractor under the contract or otherwise; or against or from the security deposit or the proceeds of sale thereof; if the same is held in Govt. securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of C.D.A. And shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall b.z. 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, 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.

Contractor's Signature,

Deputy Director's Signature.

Clause 11.—The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the Work signed by the Engineer-in-Charge lodged in his office, and to which the contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours, and the contractors shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

Works to be executed in accordance with specifications, drawings or design etc

Clause 12.—The Engineer-in-Charge shall have power to make any alterations in omissions from, additions to, or substitution for the original specifications, drawings, 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 work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge; and such alterations, 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 the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same %age as is specified in the tender for the main work. The time for the completion of the work shall be extended to the proportion that the 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, addition or substituted work includes any item of work, for which no rate is specified in this contract, then such item of work shall be carried out at the rates specified in the NHA/MES. Schedule of Rates 2000 which was in force at the time of the acceptance of the contract, minus, plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender; and if the altered, additions or substituted work is not entered in the Schedule of Rates, then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-Charge of the rate, together with detailed analysis of such rate, which is his intention to charge for such item of work. In the event of a dispute the decision of the Member (Engg)/DGW, CDA shall be final.

Alteration in specifications and designs do not invalidate contracts.

Extension of time in consequence of alteration.

Rates for works not in estimate or NHA/MES schedule of rates 2000.

Schedule of Rates 2000
Subscribed by M.P.S. S. K. Anand, Secy. S. N. S. P.

Clause 12-A.—No deviation from specifications stipulated in the contract or additional items of work shall be carried out by the contractor unless the rates of the substituted, altered or additional item have been approved in writing by the competent authority; failing which C.D.A. will not be bound to entertain any claim on this account. The interpretation of the Engineer Incharge in the event of any dispute due to any ambiguity in the drawings specifications or nomenclature shall be binding and final.

D.C.

Clause 13.—If at any time after the commencement of the work the C.D.A. shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor who shall have not claim to any payment or compensations 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 have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

No compensation or alteration in or restriction of work to be carried out

Clause 14.—If it shall appear to the Engineer-in-Charge or his subordinate incharge of the work, that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials of any inferior description, 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 or remove and reconstruct the work so specified in while or in part; as the case may require or as the case may be remove the materials 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 contractor shall be liable to pay compensation at the rate of one per cent on the amount of the contract for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of, as the case may be, at the risk and expense in all respects of the contractor.

Action and compensation payable in case of bad work.

Contractor's Signature,

Deputy Director's Signature.

Measures for rectification will be decided by the Engineer-in-Charge and may include additional work necessary to strengthen or set out any unsound work carried out by Contractor.

Works to be open to inspection.

Clause 15.—All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-Charge and his subordinates and the contractor shall at all times during the working hours, and at other times at which reasonable notice of the intention of Engineer-in-Charge or his subordinates to visit the works shall have been given to the contractor, either himself be present receive orders and instructions or have a responsible agent duly accredited in writing be present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Contractor or responsible agent to be present.

Notice to be given before works covered up.

Clause 16.— The contractor shall give not less than five days notice in writing to the Engineer-in-Charge or his subordinate 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 the subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense or in default thereof on payment or allowance shall be made for such works or materials with which the same was executed.

Contractor liable for damage done, and for imperfection for 12 (twelve) months after certificate.

Clause 17.—If the contractor or his work people or servants shall break, deface, injure, or destroy any part of a building, road, road curbs, fountains fence enclosures, water pipes, water reservoir, cable, drains, electric or telephone posts or wires, traffic signals, trees, grass or grassland 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 whatever or if any imperfections become apparent in it within twelve months in the case of sewerage, drainage, water supply work, building, asphalt road, parking, street, cycle tracks, paths etc. concrete road, foot-path, parking etc. landscaping work and all other works not herein specified, 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 expense (of which the certificate of the Engineer-in-Charge shall be final) from any sums that may be then or be any time thereafter may become due to the contractor or from his security deposit. The security deposit of the contractor may be refunded after the issue of the certificate, final or otherwise of completion of the work according to the provisions of clause 35 of the annexure subject always to the condition that the interests of the C.D.A. are protected properly.

Contractor to supply plans, ladders, scaffolding, etc.

Clause 18.—The contractor shall supply at his own cost material (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), plant, tools, appliances, implements ladders, cordage, tackles, scaffolding, and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying complying with the requirements of the Engineer-in-Charge as to any material as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor 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 the measurements or examination at any time 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 or the proceeds of sales thereof; or a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accidents, and shall be bound to bear the expenses of defence of every-suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of 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.

And is liable for damages rising from non-provision of lights, fencing, etc.

Contractor's Signature,

Deputy Director's Signature.

Clause 18-A.—In every case in which by virtue of the provisions of section 2, sub-section (1) of the Workmen's Compensation Act, 1923, C.D.A. is obliged to pay compensation to a workman employed by the contractor, in execution of the works, C.D.A. will recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of the C.D.A., under section 12, sub-section (2) of the said Act, C.D.A. shall be at liberty to recover such amount of any part thereof deducting it from the security deposit or from any sum due by C.D.A. to the contractor whether under this contract or otherwise. The Authority shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said Act except on the written request of the contractor and upon his giving to the Authority full security for all costs for which the Authority might become liable in consequence of contesting such claim.

Clause 19.—No female labour shall be employed on the work.

Clause 19-A.—No labourer below the age of twelve years shall be employed on the work.

FAIR WAGES CLAUSE

Clause 19-B.—The contractor shall pay not less than Fair wage to labourers engaged by him on the work enforced in CDA.

2. *Explanation.*—“Fair Wage” means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the rates prescribed by the C.D.A. for similar type of work.

3. The contractor which notwithstanding the provisions of any contract to the contrary cause to be paid a false wage to labourers indirectly engaged on the work, including any labour engaged by his Sub-contractor in connection with the said work as if the labourers had been immediately employed by him.

4. In respect of all labour directly or indirectly, employed, in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with “NHA & MES (SQRs Adopted by C.D.A. instead of P.P.W.D). Contractor Labour Regulations” made by Government as enforced in C.D.A. in regard to Payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature. These Regulations reproduced here under, apply *mutatis mutandis* to this contract.

5. The Deputy Director shall have the right to deduct, from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers non-payment of wages or of deduction made from his or their wages, which are not justified by the terms of the contract or non-observances of the Labour Regulations as enforced in C.D.A.

6. *Vis-a-vis.*—the C.D.A, the contractor shall be primarily liable for all payments to be made under and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his Sub-Contractors.

7. The Regulation aforesaid shall be deemed to be a part of this contract and any breach thereof shall be a breach of this contract.

Contractor's Signature,

Deputy Director's Signature.

CONTRACTOR'S LABOUR REGULATIONS

1. **Short title.**—The regulations may be called "The NHA & MES (SOR Adopted by C.D.A instead of P.P.W.D). Contractor's Labour Regulations" as enforced in C.D.A.

2. **Definitions.**—In these Regulations, unless otherwise expressed or indicated, the following works and expressions, shall have the meaning thereby assigned to them respectively that is to say:—

- (1) 'Labour' means workers employed by a C.D.A. Contractor directly or in directly through a sub-contractor or other person, or by an agent on his behalf.
- (2) 'Fair Wages' means wages whether for time or piece work notified at the time of inviting, tenders for the work and where such wages have not been so notified, the wages prescribed by the C.D.A. for the area in which the work is done.
- (3) 'Contractor' shall include every person whether a sub-contractor or headman or agent, employing labour on the work on contract.
- (4) 'Wages' shall have the same meaning as defined in the payment of Wages Act and includes time and piece rate wages.

3. **Display of notices regarding wages etc.**—(a) The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clean and legible conditions in conspicuous places on the work, notice in English and in the local Pakistani language spoken by the majority of workers, giving the rate of wages which have been certified by the Executive Engineer, the Superintending Engineer, the Chief Engineer or Conciliation Officer, as fair wages and the hours of work for which such wages are earned and

- (b) Send a copy of such notice to the certifying Officers.

4. **Fixation of Wages Period.**—(1) The contractor shall fix the wages periods in respect of which the wages shall be payable.

- (2) No wage period shall exceed one month.

(3) Wages of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.

(4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding to one second working day on which his employment is terminated.

- (5) All payment of wages shall be made on a working day.

5. **Payment of Wages.**—(1) Wages due to every worker shall be paid to him direct.

- (2) All wages shall be paid in current Coin or currency or in both.

6. **Wage Register and Wage Cards, etc.**—(1) The contractor shall maintain a Wage Register of each worker in such form as may be convenient, but the same shall include the following particulars:—

- (a) Rate of daily or monthly wages.
- (b) Nature of work on which employed.
- (c) Total number of days worked during each wage period.
- (d) Total amount payable for the work during each wage period.
- (e) All deductions made from the wages with an indication in each case of the amount for which the deduction is made.
- (f) Wages actually paid for each wage period.

Contractor's Signature,

Deputy Director's Signature.

(2) The contractor shall also maintain a wage card for each worker employed on the work.

(3) The Deputy Director may grant exemption from the maintenance of Wages Register and Wage Cards, to a contractor who in his opinion not directly or indirectly employs more than 20 persons on the work.

7. **Fines and deductions which may be made from wages.**—(1) The wages of a worker shall be paid to him without any deductions of any kind except those authorised, namely:—

- (a) Fine.
- (b) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
- (c) Deductions for absence from duty, *i.e.* from the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
- (d) Any other which deduction the Central Government may from time to time allows.

(2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.

(3) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the wages payable to him in respect of that wage period.

(4) No fine imposed on any worker shall be recovered from him by instalments, or after the expiry of 60 days from the date on which it was imposed.

(5) No fines shall be imposed for any acts and omissions unless a list thereof has been approved by the Central Labour Commissioner.

8. **Register of fines, etc.**—(1) The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reasons for which fine was imposed or deduction for damage or loss was made.

(2) The contractor shall maintain a list in English and in the local Pakistani language, clearly defining acts and omissions for which penalty or fine can be imposed. He shall display such list and maintain it in a clean and legible condition in conspicuous places of the work.

9. **Preservation of registers.**—The wage register, the wage cards and the register of fines and deductions required to be maintained under these Regulations shall be preserved for 12 months after the date of the last entry made in them.

10. **Powers of Labour Welfare Officers to make investigation or enquiry.**—The Labour Welfare Officer or any other person authorised by the Pakistan Government of their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of fair wage clause and the provisions of these regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provisions.

The Labour Welfare Officer may, with the written approval of Central Labour Commissioner, also recommend to the Deputy Director a sum of Rs. 50.00 for each default of the contractor for non-compliance with the fair wage clause and these regulations, or of a fine of an amount he may consider justifiable and the Engineer-in-Charge shall deduct the amount thereof from any bill due to the contractor. If, however, the Engineer-in-Charge disagrees with the recommendations of the Labour Welfare Officer, he will obtain the orders of the Director whose decision in this behalf shall be final.

Contractor's Signature,

Deputy Director's Signature.

11. **Report of Labour Welfare Officer.**—The Labour Welfare Officer or other person authorised as aforesaid shall submit a report of the results of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed, with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourer concerned.

12. **Appeal against the decision of Labour Welfare Officer.**—Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorised may appeal, against such decision to the Central Labour Commissioner. Subject to such appeal, the decision of the Officer shall be final and binding upon the contractor.

13. **Inspection of registers and yards.**—The contractor shall allow inspection of the register and cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Welfare Officer or any other person authorised by the Pakistan Government on his behalf.

14. **Submission of return.**—The contractor shall submit periodical returns as may be specified from time to time.

15. **Amendment.**—The Pakistan Government, may from time to time, add to or amend these regulations and on any question as to the application, interpretation or effect of these Regulations the decision of the Central Labour Commissioner to the Government of Pakistan or any other person authorised by the Pakistan Government in that behalf shall be final.

Note.— The Schedule of Rate, NHA & MES SORs 2000 enforced by CDA Board are hereby made applicable for wage components of labour employed by contractors on C.D.A. works.

Clause 19-C.—The contractor shall at his own expense provide or arrange for the provision of foot-wear for any labour doing cement mixing work (the contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-Charge, and on his failure to do so Capital Development Authority shall be entitled to provide same and recover the cost from the contractor.

Clause 19-D.—The contractor shall submit, by the 4th and 19th of every month, to the Engineer-in-Charge a true statement showing, in respect of the second half of the preceding month and the first half of the current month, respectively, (1) the number of the labourers employed by him on the work, (2) their working hours, (3) the wages paid to them, and (4) the accidents that occurred during the said fortnight showing the Circumstances under which they happened and the extent of damage and injury caused by them failing which the contractor shall be liable to pay to the C.D.A. a sum not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Deputy Director shall be final in deducting from any bill due to the contractor the amount levied as fine.

Clause 19-E.—In respect of all labour directly or indirectly employed for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with rules framed by Government, from time to time, for the protection of Health and Sanitary arrangements for workers employed by the C.D.A. and its contractors.

Work on sundays.

Clause 20.—No work shall be done on sundays without the sanction in writing of the Engineer-in-Charge.

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

Clause 20-A.—In every case in which by virtue of the provisions of Section 12, sub-section (1) of the Workmens' Compensation Act, 1923, C.D.A. is obliged to pay compensation to a workman employed by the contractor, in the execution of the works, C.D.A. will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of C.D.A. under Section 12, sub-section (2) of the said Act, C.D.A. shall be at liberty to recover such amount or any part thereof by deducting it from the security deposits or from any sum due by C.D.A. to the contractor whether under this contract or otherwise.

Work not to sublet.

Clause 21.—The contract shall not be assigned or sublet without the written approval of the Deputy Director. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition

Contractor's Signature, *[Signature]*
Deputy Director's Signature, *[Signature]*

with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Capital Development Authority in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Deputy Director may thereupon, by notice in writing rescind the contract. And the security deposit of the contractor shall thereupon stand forfeited and the absolutely at the disposal of the Capital Development Authority, and the same consequences shall ensues as if the contract had been rescinded under clause 3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefor actually performed under the contract.

Contract may be rescind and security deposit forfeited for subletting bribing or if contractor becomes insolvent.

3. w. the approval of tender accept from this
Clause 21-A.—The contractor shall give an undertaking that no member of his firm who has a financial interest in its profits and losses is a gazetted officer or are Assistant Director of C.D.A. or is related to a gazetted officer or an Assistant Director of the C.D.A. or to gazetted officer of the rank of Assistant Secretary or above of Works Division, or any officer of the C.D.A. and that the firm will not allow any such relation of an officer to have financial interest in the firm during the currency of the contract. In the event of a breach of this clause or of the undertaking or if the undertaking is found to be false the contract shall be liable to immediate cancellation and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the C.D.A.

D.D.

Declaration.—I/we hereby declare that no member of my/our firm who has a financial interest in its profits and losses is a Gazetted Officer or an employee of the Authority and undertake that the firm will not allow any such relation of an Officer to have financial interest in the firm during the currency of the contract. In the event of a breach of clause 21-A of the agreement or if the undertaking is found to be false the contract shall be liable to immediate cancellation and the security deposit shall be thereupon forfeited and placed absolutely at the disposal of the Authority.

Clause 22.—All sums payable by way of compensation under any of these conditions shall be considered reasonable compensation to be applied to the use of the C.D.A. without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Sum payable by way of compensation to be considered as reasonable compensation with out reference to actual loss.

Clause 23.—In the case of a tender by partners any change in constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-Charge for his information.

Changes in constitution of firm.

Clause 24.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Director concerned for the time being 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.

Works to be under direction of director.

Clause 25.—When the estimate on which a tender is made includes lump-sum in respect of the items of work involved or the parts of work in question at the same rates as are payable under this contract for such items or if the part of the work in question is not, in the opinion of the Engineer-in-Charge, capable of measurements. the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Lump-Sum Estimates.

Clause 26.—In the case of any item of work for which there is no such specification as is mentioned in Rule 1, such work shall be carried out in accordance with the NIA & MES specification and in the event (Also refer clause 13 at page 24 of Additional Terms & Conditions) of there being no NIA & MES specification then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

Act on where no specification.

Contractor's Signature,

Deputy Director's Signature.

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Definition Works.

Clause 27.—The expression "work" or "work" where used in these conditions unless there be something either in the subject or context repugnant to such construction construed and taken to mean, the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

Clause 28.—Interpretation clause.

The President; the President of Pakistan and his successors.

The Deputy Director or Project Engineer or Executive Engineer means the Divisional Officer for the time being of the Division concerned.

The Assistant Director means the Assistant Director or Assistant Engineer or Sub-Divisional Officer for the time being, of the Sub-Division concerned.

Words importing the singular number also include the plural number and vice versa

Contractor's Percentage whether applied to net or gross amount of bills.

Clause 29.—The percentage referred to at pages 5.5.11 of the tender will be reduced from/or added to the gross amount of the bills for work done. Contractors are required to pay only one percentage on the estimated amount put to tender.

Schedule showing (approximately) materials to be supplied by the Capital Development Authority for work contracted to be executed and the rates at which they are to be charged for:—

Particulars with quantities	Rates at which the material will be charged to the contractor		Place of delivery
	Rs.	Ps.	




- Notes.-1. The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-Charge on the issue of the form prior to the submission of the tender.
- Issue of material shall be determined as per actual requirement with reasonable allowance for wastage and shall be subject to availability, Nothing shall be paid for loading and unloading and carriage of material from place of delivery to the site of work.
 - In case of any items of the materials mentioned in the schedule above or a part thereof is not available in the C.D.A. stores, the contractor will be permitted to procure such material conforming to the specifications, under his own arrangements with the prior approval of the member (Engg.)/DGW and he would be entitled to be re-imbursed any amount to the extent of his supplies and recoveries will be made as specified in the contract.

Contractor's Signature,

Deputy Director's Signature.

D.D.

CAPITAL DEVELOPMENT AUTHORITY

ADDITIONAL TERMS AND CONDITIONS

1. It must be clearly understood by the contractor that no claims on account of fluctuation will be entertained for items of the work as per schedule of quantities attached to the Agreement or for extra items etc. in any case.

2. The tendered %age over rates or amounts should be inclusive of all taxes, Income, and Sales-taxes, etc., payable to the Central and Provincial Governments or Local Bodies and no claims on this account shall be entertained by the Capital Development Authority.

3. The tendered %age over rates or amounts shall be inclusive of all lead and lift, unless otherwise specified in the Quantities or directed by the Engineer-in-Charge in writing.

4. The contractor's rate shall include all incidental charges in connection with the work including *inter alia* the cost of removing trees, shrubs, grass, etc., which interfere with the execution of the work.

5. No alterations or additions shall be made by the contractor in the schedule of quantities, and %age must be filled in ink or typed out both in figures and words clearly and legibly in the place provided in the schedule of quantities. All alterations must be initialled by the contractor. Any tender which does not comply with this condition will be liable to be summarily rejected and not taken into account when preparing comparative statement.

6. The source of water will be indicated by the Authority from water mains passing along areas where the work is required to be carried out and the contractor shall pay the cost of water to the Authority at 1-1/2% of the total cost of work. The contractor will bear all charges for laying his water line from the mains to the site of his underground tanks which he may require and contract for storage purposes at his own cost.

One of the alternative to be deleted as per NIT.

OR

~~The contractor should make his own arrangement for water required for execution of work and as well as for drinking purposes and nothing will be paid for the same by the Authority.~~

7. Material obtained from excavation will be the property of the Authority. Serviceable materials are to be stacked in places pointed out by Engineer-in-Charge. The contractor undertakes to have the site clean and free from rubbish to the satisfaction of Engineer-in-Charge. All surplus materials, rubbish, etc., will be removed to places to be fixed by the said Engineer and nothing extra will be paid for this.

8. On completion of the work or earlier as directed by the Engineer-in-Charge, the contractor shall remove all temporary structures (Godown, site offices, etc.) erected by him at the site of work. He shall fill tanks dug out by him at site, remove all debris and other material like surplus sand, stone ballast, rubbish etc., and in short; shall leave the site in a neat and tidy condition.

9. The contractor shall not deposit any materials on any site which will inconvenience the public. The Engineer-in-Charge may require the contractor to remove any materials which are considered by him to be a source of danger or inconvenience to the public, or cause them to be removed at the contractor's cost.

10. The contractor shall carryout the repairing work of existing grating chambers, manholes and pipes etc. as desired by Engineer Incharge. No separate payment will be made on this account.

11. The contractor shall make his own arrangement for storing his belongings and the materials.

Contractor's Signature,

Deputy Director's Signature.

12. The contractor in the course of the works should understand that all material (e.g., stone and other materials) obtained in the work of dismantlings, excavation, etc., will be considered Authority's property and issued to the contractor if he requires the same for his own use at rates approved by the DGW/Member (Eng.). If these materials are not required by him they will be disposed off in the interest of the Authority as directed by the Engineer-in-Charge.

13. The nature of work as to be carried out is given more or less in the nomenclature of the items in the schedule. But for all purposes NHA & MES specification will have to be followed, unless otherwise specified. In the event that anything concerning materials or method of construction is not provided for either by the said specifications or by the terms hereunder the directions of the Engineer-in-Charge shall apply.

14. Tendered rates of the contractor for all the items will be considered table for all floors. Unless height of the floor is definitely specified in the schedule of quantities the height of the floor or floors will be considered to be that shown in the latest drawings available at the time of submission of the tenders and no extra payment will be made for any subsequent increase in the height provided that such an increase is not more than five feet. Similarly no reduction in the tendered rate will be made if the height is decreased up to five feet from that shown in the drawings referred to above.

15. The contractor shall carefully read the detailed specifications attached with the scheduled of quantities and if he has any doubts he should get these clarified from the Engineer-in-Charge concerned.

16. The contractor must keep a properly qualified and experienced agent who can understand drawing, specifications etc., on the site of work throughout the working time. He must be approved by the Engineer-in-Charge and should he not carry out his duties properly, he shall be removed by the contractor within one week of a written request from the Engineer-in-Charge. When an agent is removed another approved by the Engineer-in-Charge should be appointed.

17. The contractor should inspect the site of work and acquaint himself with the nature and requirements of the work, facilities of access for materials, removal of rubbish, cost of carriage, nature of strata etc., before submitting his tender.

18. The contractor shall be responsible for rectifying defects noticed within the period specific in clause 35 (iii) hereafter for the release of security deposit, from the date of completion or works.

19. Whenever a work is carried out in a city area, electric light or electric danger signs shall be provided by the contractor in the barriers, as well as paraffin ones. Facility for electrical connection will be given by the Authority but the contractor will bear all the consequences.

20. The contractor may have to make temporary approach roads, etc. at his own cost to facilitate carriage of materials, such approach roads shall be aligned in a manner approved by the Engineer-in-Charge.

21. The contractor shall at his own cost provide his labour with hutting on the approved site and shall make arrangement for conservancy and sanitation in the labour camp to the satisfaction of the local public Health and Medical authorities. He shall also at his own cost make arrangements for laying of pipe lines for water supply to his labour camp from the existing mains wherever available and shall pay all fees, charges and expenses in connection therewith and incidental thereto.

22. The contractor shall not be required to return empty, cloth and paper bags to the C.D.A.

23. The contractor should sign each page of the document as well as all corrections, interpolation and over writings in the forms, schedule of quantities and specification etc., before submitting his tender. If he does not comply with it he would be responsible for all the risks involved.

Contractor's Signature,

Deputy Director's Signature.

24. As soon as the written orders to commence the work are issued to the Contractor and before the work is actually put in hand the Engineer-in-Charge will have Samples and test cubes made of blocks, roof concrete, floor concrete etc. in the presence of the contractor his authorised representative with the material and in accordance with the specification prescribed in the contract. The samples and the test cubes will be got tested for compressive strength attesting laboratory. These will be regarded standard test to which the work of the contractor must ultimately correspond. The result of such test will be communicated to the contractor in writing before any item in which the cement is required to be used it taken in hand. The charges on account of such test declared unsatisfactory will be borne by the contractor.

25. The Authority competent to accept tenders reserves the right of allotting or distributing the work to one or more contractors.

26. Before any material is brought to the site, the contractor will submit to the Engineer-in-Charge fair samples of material he proposed to use. The samples will after approval be retained by the Engineer-in Charge in his custody and the contractor shall be responsible for ensuring that the materials according to such samples are used throughout the work, failing which the material will not be accepted and same will be removed forthwith from the site of work at the risk and expense of the contractor, if these are not removed by the contractor himself.

27. The contractor to whom this work is allotted will as far as possible employ labour of the surrounding area.

28. The ~~plant~~ and machinery if required for the work will be provided by the contractor himself at his own cost.

29. The cost of work given in the notice is approximate and is liable to change and no claim of contractor whatsoever will be entertained due to increase/decrease in amount and quantity of work or due to time extensions granted thereof.

30. Telegraphic or conditional tender and tender without earnest- money is liable to rejection.

31. Building stones and aggregate material, etc., would be brought by the contractor only from the sites approved by the authority.

32. In case the progress of the work is not adequate as laid down in relevant clause of the contract, the contractor shall be required to carry out the work in two or three shifts by arranging additional labour and lighting arrangement for which no additional payment of any kind shall be made to him.

33. In the contract the following words and expressions shall have the meaning herein assigned to them, unless the contract provides otherwise:—

- | | |
|----------------------------|---|
| (i) The Authority | Capital Development Authority, which expression where the context so requires, shall include its successors, executors, administrators and assigns. |
| (ii) M(E)/D.G.W | Member Engineering/Director General Works, Capital Development Authority Islamabad. |
| (iii) D.G (Services) | Director General Services Capital Development Authority. |
| (iv) D.D.G.W | Deputy Director General Works, Capital Development Authority |
| (v) Director | Director Concerned of the Directorate General Works, Capital Development Authority. |

Contractor's Signature,

Deputy Director's Signature.

- (vi) Deputy Director Deputy Director or Project Engineer concerned of the Directorate General Works, Capital Development Authority, Islamabad.
- (vii) Assistant Director Assistant Director or Assistant Engineer or Sub-Division Officer concerned of the Directorate General Works, Capital Development Authority.

(viii) Words importing the singular number include plural number and *vice versa*.

34. Any Officer authorised by the Authority would at any time have the right to enter upon any work and take samples of the concrete or other material being used for the construction of that work for getting it tested. In addition to the aforesaid tests, the density, Compaction and grading tests in the case of works relating to services will also be got carried out. The charges shall be debitible to the contractor, only in such cases where the results are declared unsatisfactory.

35. Rules detailed hereunder govern the recovery and release of security deposit.

- (i) Security deposit shall be deducted from the bills of a contractor at the rate of 5% of the gross amount of each bill separately in respect of each work being executed by him concurrently upto 2.50% of the total cost of work.
- (ii) Beyond the above, contractor may have the option either to continue with the deduction at 5% or furnish a bank guarantee from Local Scheduled Bank, for an amount equal to 2.5% of the contracted value of the work so as to maintain original level of 5% deduction at every stage of work subject to the conditions that the bank guarantee will have to be unconditional irrevocable and encashable at sight and required to remain valid for a period ending twelve months as provided in sub-para (iii) below in respect of various types of work for the release of security deposit after the contracted or extended date of completion as the case may be.
- (iii) The Security deposit for all works may be released after twelve months of the date of completion and on the certificate of the Deputy Director Incharge that there are no defects in the work done and no audit observation, audit para, draft para, advance para etc., involving recovery from the contractor is outstanding against the contractor.
- (iv) The security deposit will be released with the approval of Chairman or officer one step above the tender accepting authority.

36. The Contractor shall submit his programme of work with the tender.

37. Material issued free of cost by the C.D.A. shall remain the property of C.D.A. Any materials spoiled, stolen or rendered unfit for use shall be recovered from the contractor's bill at four times the rates worked out by the C.D.A.

38. The successful tenderer shall have to produce at his cost a non-judicial stamp paper of Rs. 10/- to be affixed to his agreement.

39. If certain dues are outstanding against the contractor in terms of other contracts in operation or closed in C.D.A. the same will be recovered from any dues payable to the contractor against his contract.

40. Bulldozer/excavator should not be used on works/projects within territorial limits of Islamabad, without obtaining prior written permission from Director (W&S) Director Maintenance Director (Electrical), Director (Road) and Director (Envr.) C.D.A.

Contractor's Signature,

Deputy Director's Signature.

- 41. No escalation whatsoever will be paid due to any fluctuation in the market rates.
- 42. Recovery of Royalty will be made at the rate of Rs. 12/- (twelve), Rs. 21/- (twentyone) Rs. 42 (fortytwo) %cft for the sand, gravel and stone respectively.
- 43. The contractor shall supply the list of labour to D.D concerned to be employed on the development and construction work with their names and home addresses as so as to deter kharkars bringing kidnapped boys from other parts of the country. The list shall also be supplied to the police station.
- 44. No recovery of royalty on earth for utilization upon C.D.A works will be made from the contractors.
- 45. Bailing or pumping out sub-soil water l/c any temporary diversions in the nullah necessitated by the site conditions for execution purposes is the sole responsibility of the contractor and nothing extra shall be paid to him on this account.
- 46. "The contractors are advised in their own interest to firm up their prices correctly before quoting the percentage in the tender. It must be clearly understood that a percentage once filled cannot be revised upwards by the contractor by over-writing/cutting in the tender or through a letter attached with the tender. Tenders containing such revisions of offers will be rejected irrespective of their financial implications".
- 47. The contractor shall be responsible for the adquate drainage of all earthwork, sub-base and base course including surface painting/asphalt concrete through the provisions, maintenance and operation of drainage works during the execution of work. No additional payment will be made on his account.

48. The Contractor shall properly dispose off excavated surplus unsuitable material and should not be disposed off to nullah or locations from where it can be eroded along with drainage of rain water.

49. In case the total bid amount is less than 10% below the NII amount the bidder shall submit call deposit as performance security equal to the difference between NII amount and total quoted amount less 10% of NII amount. That is required performance security = NII amount (-) total bid amount (+) 10% of NII amount. That call deposit shall be in addition to the earnest money for the work and shall be deposited at the time of submission of bids. Bids not carrying the performance security shall be rejected. The performance security of the successful bidder shall be released after completion of the project.

Last Page No

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D.D.

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Deputy Director
Atwar-e-Sadr

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D.D.

دست پرچه از نیت


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


D.