N A T I O N A L T E L E C O M M U N I C A T I O N
C O R P O R A T I O N

DIRECTOR DEVELOPMENT CENTRAL
NTC EXCHANGE BUILDING KALMA CHOWK
GARDEN TOWN LAHORE

E-Bidding Documents

FOR

DEPLOYMENT OF GPON OFC NETWORK AT LAHORE, JOHRABAD AND BAHAWALPUR (03 X WORKS, 04 x LOTS)

Through EPADS (www.eprocure.gov.pk)

e-Tender Notice # Dir (Dev)-C/ADV-04/2025-26/

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SECTION-I
INSTRUCTIONS TO THE BIDDERS

1 INVITATION TO e-BIDS

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National Telecommunication Corporation - NTC Official IT & Telecom Services Provider of Government of Pakistan; invites e-bids from reputed firms/companies having relevant experience and registered with Tax authorities in Pakistan and Pakistan Engineering Council (PEC) Category C-06 or above, specialization in EE-07 or EE-08 for below mentioned works.

LOT. #	Description of Works	Last Date & Time of Bid Submission	Bid Opening Date & Time
I	Laying of GPON OFC Network at Johrabad City.	**10-03-2026 @ 10:30 Hrs**	**10-03-2026 @ 11:00 Hrs**
II	Laying of GPON OFC Network at KCP Colony & KCP Hostels at Johrabad.		
III	Laying of GPON OFC Network at NTC Bahawalpur.		
IV	Laying of GPON OFC Network at Kala Shah Kaku Lahore.		

e-Bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on EPADs at (www.eprocure.gov.pk).

Electronic bids must be submitted through EPADs on or before the bid closing date and time, as specified in the table. Manual bids will not be accepted. Electronic bids will be opened on the same day, at least 30 minutes after the bid closing time, as indicated in the above table.

Note: Notification of the GRC constituted in terms of Rule-48 of PPRA rules, 2004 is provided on EPADS at www.eprocure.gov.pk and on www.ntc.net.pk.

Director Development
Central NTC Lahore
Ph # 042-99233333, Fax # 99233344

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2 INTRODUCTION

NTC is offering a variety of different products and services to its valuable customer and expanding its services through deploying new next generation networks and technologies. In the context of rapid growth in information technology (IT), especially the Internet, information has become a key engine in driving the society growth since 1990s. The IT trend has gained wider application following the use of brand-new technologies and the birth of new found disciplines. This creates opportunities for the government-centered IT construction. Below products/services are currently offered:

(i)	Tele/Video Conferencing	(ii)	IP/IPLC
(iii)	DXX	(iv)	Web Hosting/Email
(v)	Data Center Services	(vi)	Broadband/DSL
(vii)	PSTN	(viii)	Co-Location
(ix)	VPN	(x)	Leased Lines
(xi)	JV Services / VSAT	(xii)	GPON

3 SCOPE OF WORK

3.1. NTC intends to undertake a lot wise arrangement **"Deployment of GPON OFC Network at Lahore, Johrabad and Bahawalpur"** as per BoQs & drawings mentioned as under on turnkey basis.

LOT #.	Description of Works	Project Manager	Project Director/ultimate Consignee
I	Laying of GPON OFC Network at Johrabad City. {Annex A-I, BOQ (03 x Pages) & Annex-B-I, drawings (02 x page)}	**DE Dev (Central) NTC Lahore**	**Director Development (Central) NTC Lahore**
II	Laying of GPON OFC Network at KCP Colony & KCP Hostels at Johrabad. {Annex A-II, BOQ (05 x Pages) & Annex-B-II, drawings (06 x pages)}		
III	Laying of GPON OFC Network at NTC Bahawalpur {Annex A-III, BOQ (06 x Pages) & Annex-B-III, drawings (03 x Pages)}		
IV	Laying of GPON OFC Network at Kala Shah Kaku Lahore. {Annex A-IV, BOQ (03 x Pages) & Annex-B-IV, drawing (03 x pages)}		

3.2 Bidders may quote for one or all lots, however evaluation shall be carried out separately for each Lot and work will be awarded to successful bidder Lot wise.

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3.3 The incumbent bidder is bound to offer the price of aforementioned works separately as per attached Annexures & BOQs in line with PTCL & NTC specifications.

3.3 For the execution of work, the bidder shall undertake to deliver all stores and services including installation material etc., as per attached detailed BOQ, which shall be necessary for a complete functioning of project. Any fitting, accessory part, hardware and /or software, missing in the BOQs; required to operationalize the project, however its reference price is quoted by bidder for complete functioning, shall be separately charged, otherwise it will be provided free of cost.

4 QUALIFICATION / ELIGIBILTYCRITERION OF BIDDERS

4.1 Invitation for e-bids is open to all reputed firms in Pakistan meet following conditions:

S#	Description	Weightage	Breakup of weightage	Documents to be provided
i	Registration with PEC in category C-06 or above, specialization in EE-07 or EE-08	Mandatory	-	The valid registration to be attached with the bids. If applied for **renewal** and **renewal** is under process then proof of the same has to be provided with the bids. Work will be awarded to the contractors/ firms having valid/ renewed PEC registration.
ii	Registration with Tax authorities	Mandatory	-	-Do-
iii	Having at least recent 03 x years relevant experience of minimum 03 x Telecommunication works in Pakistan	Mandatory	-	The bidder must provide the job completion certificate along with its bid
iv	Never been black listed & never involved in litigation with NTC.	Mandatory	-	Declaration on stamp papers duly attested be attached with bid.
v	Having established office in Pakistan	Mandatory	-	The list of offices with addresses and contact info be attached with the bids.
vi	List of employees having at least one registered Telecom/Electronics / Electrical / Computer engineer having 2 years' experience	60-80	60 Marks for One Engineer. 20 Marks for two or more Engineers.	-
vii	The detail of equipment and plants be also provided (Insulation tester, OTDR, splicing machine, route locater and other such equipment essential for execution of laying work).	30-50	Additional 20 marks will be given to the firms having additional relevant equipment/ plants.	The detail may be provided
viii	The firm must be operated by Pakistani National(s)	Mandatory	-	The detail may be provided

- Non-compliance to the mandatory clauses will lead to disqualification.

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- 70% marks in other than mandatory clauses is required for a firm to be qualified.

4.2 Incorporated under companies' ordinance, 1984. "Case to Case basis" (if applicable)

4.3 Never been black listed from any government organization of Pakistan and will submit certificate on legal paper to this effect.

Note: Bidder must submit documentary proof against Sr. 4.1 to 4.2 Fulfillment of all conditions of "Eligible criteria" is mandatory for a successful bidder to be qualified for Evaluation along with other mandatory conditions set in tender documents.

5 COST OF TENDERING

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

6 CLARIFICATIONS OF TENDER DOCUMENTS

6.1 A prospective bidder requiring any clarification(s) regarding technical and commercial aspects of the tender document may notify to NTC on EPADS platform only, however, in case of further clarification/understanding are required, the bidder may contact following NTC Officers:

Divisional Engineer (Dev) Central	**Director (Development) Central**
Tel: 042-99233366	**Tel: 042-99233333**
Email: ayaz.noor@ntc.org.pk	Email: asim.mehmood@ntc.org.pk

6.2 The PD / PM NTC will respond to any request for clarification on EPADS, which receives well before (approximate five (05) working days or more) to the deadline for the submission of bids.

7 AMENDMENT OF TENDER DOCUMENTS

7.1 At any time prior to the deadline for submission of bids, the NTC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify or amend the tender documents by issuing an amendment on EPADS.

7.2 Any amendment thus issued shall be part of the tender documents. To afford bidders reasonable time in which to take an amendment into account in preparing their bids, the NTC may at its discretion extend the deadline for submission of bids if deemed necessary.

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PREPARATION OF BID

7.3 Bids should be prepared considering "**Single Stage – Single Envelope**" procedure.

a. Bid documents and all correspondence will be in English language. The bid should have a covering letter on printed and scanned letter pad of the firm.

b. The scanned copy (PDF) of the bid along with bid security shall only be submitted online on EPADS for each lot separately. No hard copies of the bid shall be entertained.

c. All pages of the bid must be sequentially numbered and the bidder is required to create a clear table of contents referencing the relevant page numbers and mark each supporting document with corresponding page numbers.

d. All pages of the bid shall be initialed/signed and official seal be affixed by the person(s) authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bid to act for and on behalf of the bidder.

7.4 Following documents shall be furnished / submitted with the bid:

a. Duly filled Bill of Quantity (BoQs) for the lot(s) being quoted as per **Annex-A-I to A-IV.**

b. Duly filled and signed the commercial compliance statement as per **Annex-C.**

c. Valid Tender security.

d. Documentary evidence and undertakings as per qualification / eligibility criteria.

e. Company Profile

NOTE: Every participant bidder shall submit all above mentioned documents. Non-submission of any of above documents will lead to declaration of bidder as non-responsive & non-consideration for further evaluation.

8 PRICE

8.1 Prices should be quoted in Pak Rupees on DDP Site basis as per Annex-A-I to A-IV.

8.2 The price quoted should be firm, final, and clearly written/typed without any ambiguity. Any overwriting will lead to cancellation of bid at the time of opening.

8.3 The quoted price should include all the applicable government taxes, custom duties, in-land transportation, & any other applicable charges.

8.4 It is mandatory that the rates / prices shall be entered against each item in the Bill of Quantity (BOQs) at **Annex-A-I to A-IV.**

8.5 The bidder shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.

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8.6 Price of any or all items quoted in a currency other than PKR shall be converted into PKR and for calculation purpose conversion rate (i.e. selling) prevailing on the date of tender opening (financial part) shall be applied.

8.7 In case any item / stores / services etc. of work not covered in the BOQ, is required during the execution of the contract, NTC shall carryout a **detailed rate analysis** for such item(s) / stores / services etc. when required. The rate analysis shall be based on:

- Market rates including NTC's contractor for items /stores / services, supported by verified quotations.
- Any other relevant cost components deemed necessary by NTC.

The final rate shall be subject to approval by the NTC's competent authority and will be incorporated into the contract through a formal variation order or addendum. No work on non-BOQ items / stores / services shall commence without prior written approval of PD NTC.

9 BID SECURITY

9.1 The bidder must provide a tender security **Lot wise** as outlined below, in the form of a **Pay Order**, **Deposit at Call**, or a **Bank Guarantee** (as per Annex-D), issued by a **scheduled bank in Pakistan**, in favor of the **Director Development Central, NTC Lahore**. This security must remain valid for a period of **30 x days beyond the bid validity date**.

a. If the bid value submitted by the bidder exceeds NTC's estimated cost, the bidder shall furnish a tender security equal to **2% of the bid value**.

b. If the bid value submitted by the bidder is **within NTC's estimated cost**, the bidder shall provide the tender security as tabulated below:

LOT- #	Description of Works.	Amount (PKR)
I	Laying of GPON OFC Network at Johrabad City.	**554,805**
II	Laying of GPON OFC Network at KCP Colony & KCP Hostels at Johrabad.	**686,355**
III	Laying of GPON OFC Network at NTC Bahawalpur.	**946,044**
IV	Laying of GPON OFC Network at Kala Shah Kaku Lahore.	**530,555**

9.2 **If the tender security submitted does not comply with the specified amounts or conditions outlined above, the bid shall be rejected, and the bidder shall be disqualified.**

9.3 The Original Bid Security for the lot(s) being quoted shall be delivered in person or sent by the registered mail which should reach the office of Director

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(Development) Central, NTC Kalma Chowk Garden Town Lahore on or before **10:30 Hours on March 10th , 2026.** Any online bid for which original bid security does not reach before deadline of the bid shall be rejected by the NTC as non-responsive.

9.4 Scanned Copy of bid security shall be uploaded by the bidder on EPADs before deadline of bid submission. Any bid not accompanied by bid security shall be rejected by the NTC as non-responsive.

9.5 **The bid securities/earnest money of the 2nd & 3rd lowest bidders will be returned after approval of tender and acceptance of LOI by lowest successful approved bidder**. The bid securities of bidders, who are not in competition, can be returned earlier at NTC discretion upon receiving a request.

9.6 The tender security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed contract agreement.

9.7 All correspondence regarding release/extension of bid security shall be made with Director (Development) Central.

9.8 The bid security may be forfeited:

a. If a bidder withdraws his bid during the period of bid validity.
b. If the bidder does not accept the correction of their bid price.
c. In the case of successful bidder, if bidder fails to furnish the required performance security or sign the contract agreement as per LOI.
d. If bidder does not respond timely to the clarifications called by NTC.

10 VALIDITY OF BIDS

Bid shall remain valid for a period of **180 x days** from the date of tender opening.

11 DEADLINE FOR SUBMISSION OF BID

11.1 The bid shall be uploaded in PDF format on PPRA EPADS website i.e. www.eprocure.gov.pk on or before **10:30 Hours on March 10th, 2026.**

11.2 The bidders are required to follow procedure of EPADs and for any clarification/assistance regarding EPADs they may contact PPRA Helpline **UAN: 051-111-137-237.**

11.3 Bid received other than EPADs i.e. hard/Soft copy delivery in person or through e-mail or fax or registered mail will be not accepted by NTC.

12 OPENING OF BID

12.1 The NTC tender committee will open/download the bids at **11:00 Hours on March 10th, 2026** in the presence of bidders representatives who choose to attend, at Office of the Director Development Central NTC, NTC Exchange Building, Kalma Chowk, Garden Town Lahore.

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12.2 NTC reserves the right to reject any one or all bids prior acceptance of a bid / proposal as per Public Procurement Rules, 2004 33(1).

13 RESPONSIVENESS OF BIDDERS

13.1 The bid is valid till required period.
13.2 The bid prices are firm during its validity and inclusive of all taxes, duties & freight charges etc.
13.3 The bidder has furnished valid tender security.
13.4 The bidder is eligible to tender and possesses the requisite qualification.
13.5 The bid is generally in order.
13.6 The bidder promptly responds to queries sought by NTC.
13.7 The bidder has complied with all the tender clauses.
14.8 The bid does not deviate from basic tender requirements.

NOTE: ***"Any bidder found non-compliant in any of above mentioned conditions will be declared as non-responsive and will not be considered for further Evaluation proceedings. A bidder once declared "Non-responsive" shall not subsequently be made responsive by the NTC."***

14 EVALUATION CRITERION FOR MOST ADVANTAGEOUS BIDDER

14.1 The tender evaluation committee will evaluate and compare only the bids previously determined to be substantially responsive.
14.2 Evaluation will be carried out separately on **qualification, quality and cost basis**.
14.3 The **Most advantageous bidder** shall be the one fully complaint to **qualification criteria**, compliant to **quality evaluation criteria** and **highest ranked** in cost evaluation criteria as defined below:
14.4 **Qualification Evaluation Criteria:**
In first step, the received bids shall be evaluated on qualification criteria mentioned above and full compliance to the terms and conditions set out in RFT shall be evaluated as per **Annex-C**. The bidders fully compliant to qualification criteria shall be declared as qualified. **Any firm found non-compliant in any of these conditions will be declared disqualified and will not be considered for further evaluation proceedings.**
14.5 **Cost Evaluation Criteria:**
Cost evaluation of the bids shall be carried out by comparison of bids evaluated prices as per bills of quantity at **Annex-A-I to A-IV.** The bidder with lowest financial price will be declared as **highest ranked** and so on.
14.6 Any effort by a bidder to influence NTC in the tender evaluation, bid comparison or order award decision may result in the rejection of his bid.

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14.7 Any minor informality or non-conformity or irregularity in the bid which does not constitute a material deviation may be waived by NTC, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

15 CLARIFICATIONS / CORRECTIONS OF BID

15.1 To assist in the examination, evaluation and comparison of the bids the committee at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing (i.e. letter or email etc.) and no change in the price or substance of the bid shall be sought, offered or permitted.

15.2 Arithmetical errors will be rectified on the following basis:
"If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling, that can be corrected."

15.3 If the bidder does not accept the corrected amount of bid, their bid will be rejected and their bid security forfeited.

17 COMMERCIAL COMPLIANCE STATEMENT

The bidder will furnish a compliance certificate with the bid as per enclosed format as per **Annex-C** **(duly signed along with company seal).**

18 VARIATION ORDER

NTC reserves the right to place variation order (increase or decrease) in the quantities of BoQs at **Annex-A-I to A-IV**. The bidder shall be bound to accept the variation order by NTC.

19 AWARD CRITERIA & NTC'S RIGHT

19.1 The contract will be awarded to the technically / commercially qualified & financially lowest Bidder on **Lot-wise basis**.

19.2 The NTC reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids, at any time prior to award of order, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the NTC's action.

20 NOTIFICATION OF AWARD & SIGNING OF CONTRACT AGREEMENT

20.1 Prior to expiration of the period of tender validity prescribed by NTC, the NTC will notify the successful bidder in writing "Letter of Intent / Acceptance" through EPADs that their bid has been accepted. The bidder shall accept the LOI through EPADs.

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20.2 The contract shall be signed with the successful bidder upon furnishing of acceptable performance security.

21 ENGINEERING SURVEY

21.1 All prospective bidders may carry out physical engineering survey of sites at their own expenses for clarity purposes and for proper preparation of bid. However, after award of contract, the contractor shall be bound to complete the work as per provision of the contract and site condition.

21.2 For survey, prospective bidders may coordinate with Director Development Central NTC Lahore for coordination and assistance on sites/ Lots.
(Address: Director Development Central NTC, NTC Exchange Building, Garden Town, Kalma Chowk, Lahore Tel: 042-99233333, Fax: 042-99233344)

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SECTION-II

TERMS & CONDITIONS OF CONTRACT

1 PERFORMANCE SECURITY

1.1 The contract document shall comprise the usual terms & conditions of the contract in vogue in the Federal Govt. / Public Sector entities.

1.2 The successful bidder shall furnish to the NTC (In the name of Director Development Central NTC Lahore) a performance security equivalent to **10%** of the total tendered / contract value as per acceptance letter, in the shape of Pay Order/ Deposit at Call or Bank Guarantee from any Scheduled Bank of Pakistan, valid for 15 x Months **(as per Annexure-E)** beyond the date of completion as per contract. The cost (if any) shall be borne by the contractor.

1.3 The performance security shall be valid for 15 x months which will further be extended if the work is delayed or deemed necessary by Director Development Central NTC Lahore.

1.4 In the event of the Contractor's failure to execute a formal contract or to make performance security deposit, in the manner aforesaid and in the period specified in the Letter of Acceptance, NTC is entitled to appropriate/ forfeit any earnest money or initial deposit made by the Contractor with his tender without prejudice to their right to claim any further loss or damage which may result to them by reason of the aforesaid defaults of the Contractor as if a contract is actually executed for purposes of such claim.

1.5 If the work is completed within the original contract value, the **original Performance Security** shall remain valid and be retained until the end of the warranty period. It will be released upon expiry of the warranty/maintenance period, subject to the issuance of the Final Acceptance Certificate **(FAC)** by the Director Development Central, NTC Lahore**.**
Alternatively, if the work is completed in excess of the contract value, the existing **Performance Security** shall be released upon issuance of the Provisional Acceptance Certificate **(PAC)**. In this case, an amount equivalent to **10%** of the total executed work value shall be deducted from the final bill and retained as Performance Security. This retained amount shall be released after completion of the **one (01) year warranty period** and issuance of the **Final Acceptance Certificate (FAC)**.

1.6 Failure of the successful bidder to furnish performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security.

1.7 All the correspondence regarding release of performance security shall be made with Director Development Central NTC Lahore.

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2. CONTRACTORS RESPONSIBILITIES

2.1 The contractor shall complete the work in accordance with the contract BoQ, Specs, Plan and responsibility matrix within the agreed completion time.

2.2 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 NTC.

2.3 The contract shall, in accordance with the contract, with due care and diligence, complete the works and test and commission the network/works and carry out the works within the stipulated "Time for Completion". The contractor shall provide all necessary Contractor equipment, superintendence, labors and materials necessary for accomplishment and testing of the work as per contract.

2.4 Regarding liaison with other Govt. Deptts./ Entities etc. and acquiring ROW / NOC / Permission (involving smooth accomplishment of project), the contractor will provide the information /detail(s) of his labour within 05 x days on such requirement at his own cost. Any delay in provision of labour information will be considered on part of the contractor.

3. TRANSPORTATION / PACKING

All types of transportation for delivery of stores / items / equipment at final destination will be the responsibility of the contractor. Contractor shall ensure proper / international packing of stores / items / equipment/cables to avoid deterioration of equipment / cable etc. Contactor shall also be responsible for transportation of NTC or any other Department which store will be utilized in the project.

4. TIME FOR COMPLETION

i. The Contractor shall complete the each work (lot wise) as tabulated below from the date go-ahead by the Project Director /Ultimate Consignee.

LOT-#	Description of Works	Completion Time
I	Laying of GPON OFC Network at Johrabad City.	**20 x weeks**
II	Laying of GPON OFC Network at KCP Colony & KCP Hostels at Johrabad.	
III	Laying of GPON OFC Network at NTC Bahawalpur.	
IV	Laying of GPON OFC Network at Kala Shah Kaku Lahore.	

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5. WARRANTY / SERVICES

5.1 The contractor will warrant that the stores/ items / equipment etc. supplied and completed work(s) under the contract are new, un-used, and incorporates all recent improvements in design and materials and of good quality and the same are under warranty for a period of 12 x months w.e.f date of issuance of Provisional Acceptance Certificate (PAC). The warranty period shall remain valid for a period of 12 months starting from the date of issuance of PAC till issuance of Final Acceptance Certificate (FAC). NTC shall promptly notify the supplier in writing of any claims arising under this warranty and the contractor will repair/ replace the defective stores/ items / equipment etc. within reasonable time without any cost effect to NTC.

5.2 The contractor, for technical assistance at the highest level shall provide high-level support / technical assistance at sites on 24 x 7 basis, during the warranty period, free of cost

5.3 If the contractor having been notified, fails to remedy the defect(s) within a reasonable period, NTC may proceed to take such remedial actions as may be necessary at the contractor's risk and expense and without prejudice to any other rights which NTC may have against the contractor under the contract.

5.4 Without prejudice to any other clauses of this contract, the contractor shall promptly correct at no cost to NTC, any defect in any work of correction executed previously, upon receipt of written notice within warranty period from the acceptance of the corrected defect.

5.5 If no discrepancy is reported within the warranty period, then the performance security submitted against the contract shall be released by Director Development Central NTC Lahore

6 LIQUIDATED DAMAGES

Unless the delay in completion of work is caused by force majeure and the delay is on part of the Contractor, the Contractor shall complete each work **(Lot wise)** as tabulated below from the date of signing of Contract or issuance of Work Order whichever is later.

Lot	Description of Work	Completion Time	Liquidated Damages
I	Laying of GPON OFC Network at Johrabad City.	**20 x weeks**	**02 % Per week**
II	Laying of GPON OFC Network at KCP Colony & KCP Hostels Johrabad.		
III	Laying of GPON OFC Network at NTC Bahawalpur.		
IV	Laying of GPON OFC Network at Kala Shah Kaku Lahore.		

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In case the contractor fails to complete the work within the prescribed time, then contractor shall pay to NTC as liquidated damages Lot-wise as detailed above for each week of delay and subject to a maximum of **10%** value of the delayed portion of the contract (Lot wise), as such the completed component is usable in all respect otherwise **10% of the total contract value (Lot wise)** shall be levied, and same will be recovered from the contractor at the time of payment after issuance of PAC. In case of force majeure, the delivery period may be extended on receipt of request / intimation from contractor with evidence during the execution period. For the purpose of calculation of Liquidated Damages charges, 07 days of week would be considered, and delayed work(s) for more than 03 days will be considered as one week otherwise less than or equal or up to 03 days will be penalized equivalent to **02% for Lot # I, II , III & IV** respectively. Both NTC & Contractor agree that the accumulated total liquidated damages for delay shall carry a maximum limit of up to **10%** of the contract value (Lot wise). The payment or deduction for such damages neither shall relieve the contractor from its obligation, to complete the work nor from any other obligation & liabilities under the contract

7 PROVISIONAL ACCEPTANCE TESTING (PAT), INSPECTION & PAC

7.1 Upon written intimation by the contractor regarding completion of work(s) / lot(s), Director Development Central NTC Lahore will detail a PAT team for Provisional Acceptance Test and final inspection. The contractor will be responsible to arrange all type of test equipment, tools, labor etc. at his own cost for successful conduct of PAT/ Inspection. The PAT team shall confirm the quantities and functioning of stores, equipment, network, work etc. as **per clause # 3.1 (Section-l) "Scope of Work"** and will mention discrepancies, if any.

7.2 Director Development Central NTC Lahore will issue Provisional Acceptance Certificate (PAC) within 15 x days upon completion of work(s) / lot(s) and subsequent to successful conduct of PAT and final inspection including verification of contracted BOQs, drawings etc. as per site/lot requirement and provision of NOC / ROW documents (where applicable) by the contractor.

7.3 If the equipment/ network/ work(s) is / are commercially launched before the PAT / inspection, the date on which the equipment / network / works(s) is / are commercially launched will be considered the effective date of PAC.

7.4 In case Provisional Acceptance Certificate is not issued within Fifteen (15) days, Director Development Central NTC Lahore shall inform in-writing of the specific reason(s) for the delay within **Five (05)** days after receipt of request from the contractor.

7.5 NTC reserves the rights to reject any store / item / equipment etc. even after issuance of Provisional Acceptance Certificate, if it does not conform to the

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specifications by reason of some defect, latent or otherwise of material which was not discoverable by a reasonable examination.

7.6 The Provisional Acceptance Certificate (PAC) will be valid for warranty period of 01x year till issuance of Final Acceptance Certificate (FAC).

8 PAYMENT

Payment shall be made in the following manners.

8.1 The execution of work by contractor shall not be conditional to payment of running bills by NTC.

8.2 In case NTC deemed necessary then NTC may make running payments to the contractor based on the actual work progress as follows:

a. In case NTC has to provide the major portion of stores, running payments up-to 60% will be made, based on the progress of actual work / store consumption.

b. In case NTC has not to provide stores, running payments up-to 70% will be made, based on the actual work progress.

8.3 The running payment, as per Clause#: 8.2 above, shall be made prior to issuance of PAC, after necessary testing / inspection / verification etc., as deemed necessary by Director Development Central NTC Lahore.

8.4 The balance payment shall be made to the contractor after issuance of PAC by Director Development Central NTC Lahore.

8.5 The performance security (10% of work completion) will be released after successful completion of warranty / defect liability period and issuance of Final Acceptance Certificate (FAC) by Director Development Central NTC Lahore.

8.6 Taxes will be deducted as per government rules at the time of payment.

8.7 Payments shall only be released if the contractor is found to be "Active Tax Payer" in Federal Board of Revenue (FBR) Pakistan database at the time of payment. Contractor will bound to provide the Annexure-C (submitted status)/ E-return of each invoice at the time of payment.

8.8 The invoice must be clearly marked as running or final bill and shall be forwarded on the original bill book / letter head pad of the contractor and signed by the contractor or his authorized representative along with original GST invoice clearly mentioning the GST number of both the contractor and **NTC (STRN: 07-01-9802-013-64 NTN: 1218153-6)** on the contractor's original letter head pad.

9 FINAL ACCEPTANCE CERTIFICATE (FAC)

9.1 The contractor may notify to Director Development Central NTC Lahore at-least 15 days before the expiry of warranty period for the issuance of final acceptance certificate. Upon such notification from contractor, the Director Development Central NTC will issue Final Acceptance Certificate in favour of contractor

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subject to satisfactory completion of warranty period as per requirement of contract. Alternatively, the Director Development Central will notify the contractor for the discrepancies that still remain un-resolved and contractor will rectify the discrepancies.

9.2 On issuance of Final Acceptance Certificate, contractor shall request for release of bank guarantee submitted as performance security.

10 DEFAULT BY CONTRACTOR

10.1 If the contractor fails to execute the work as per Clause#: 3.1 (Section-l) "Scope of work", refuses or fails to comply with a valid instruction of the NTC, the NTC may give Default Notice and stating the default.

10.2 If the contractor has not taken all practicable steps to remedy the default within 14 working days after receipt of NTC notice, the NTC may by a second notice cancel the contract and performance security will be confiscated. Clause#: 19 of PPRA rules 2004 may also be invoked as described.

11. REPEAT ORDER

NTC may place Repeat Order in accordance with Public Procurement Rules 2004 and the contractor will be bound to accept the same.

12. ARBITRATION AND APPLICABLE LAW

12.1 The Contract will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.

12.2 NTC and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

12.3 Any dispute, disagreement or question arising out of or relating to or in consequence of this contract or relating to its execution or performance which cannot be settled amicably, shall be referred to arbitration to Managing Director NTC. Only Managing Director NTC will have sole authority in arbitration to decide. All the decisions will be made in view of Arbitration Act 1940.

12.4 Within 30 days of the said notice, one arbitrator shall be nominated in writing by NTC and one arbitrator shall be nominated in writing by the Contractor.

12.5 The arbitration shall initiate arbitration proceedings at Islamabad. In case the arbitration does not reach on conclusion, then case would be referred to the court of Law.

12.6 Each party shall bear the cost of its own arbitrator and the cost of the third arbitrator shall be borne equally by both parties.

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13. FORCE MAJEURE

13.1 The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

13.2 If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as for as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure.

13.3 The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Pakistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other cause similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome.

13.4 The term of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding 12 (twelve) months from performing or accepting performance, the party concerned shall have the right to terminate this contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement.

13.5 If a Force Majeure situation arises, the Contractor shall promptly notify NTC in writing of such conditions and the cause thereof. Unless otherwise directed by NTC in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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14 TERMINATION FOR INSOLVENCY

The NTC may at any time terminate the contract by giving written notice to the bidder, without any compensation to bidder. If the bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to action to the NTC.

15. TERMINATION FOR CONVENIENCE

Without prejudice to the contractor, the NTC may send a written notice to the bidder, terminate the contract in whole or in part any time for its convenience. The notice of termination shall specify that the termination is for the NTC's convenience, the extent to which performance or work under the contract is terminated and the date upon which such termination becomes effective.

16. PROJECT DIRECTOR / ULTIMATE CONSIGNEE & PROJECT MANAGER

a. Project Director: Director Development Central
NTC Exchange Building, Kalma Chowk Garden Town
Lahore. Tel # 042-99233333, Fax # 042-99233344.

b. Project Manager: Divisional Engineer Development Central,
NTC Exchange Building, Kalma Chowk, Garden Town
Lahore. Tel # 042-99233366, Fax # 042-99233344.

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SECTION-III

IMPORTANT CONDITIONS OF CONTRACT

1. Definitions & Interpretation

(a) 'EMPLOYER' means the National Telecommunication Corporation (NTC) and includes the NTC, representative or successors. The words 'EMPLOYER' and NTC are synonymous throughout the contract.

(b) 'CONTRACTOR' means the person or persons/ firm or company whose Tender (as hereinafter defined) has been accepted by the NTC and includes the contractor's personal representative, successors and permitted assignees.

(c) 'ENGINEER' means the Director Development Central NTC Lahore of NTC.

(d) 'Representative' of the Engineer 'means any Divisional Engineer (PM)/ Assistant Divisional Engineer/ Assistant Engineer and/ or any other duly authorized Agent or Agents appointed from time to time by the Director Development Central NTC Lahore to perform the duties set forth in following clause#:2 thereof.

(e) 'WORKS' means the works to be executed in accordance with the signed Contract agreement and Tender documents.

(f) 'CONTRACT' means the agreement signed between NTC and the Contractor for execution of the works incorporating the Conditions, Specifications, Drawings, priced Bill of Quantities, Schedule of Rates and prices (if any), Tender Notice, Tender Documents, Letter of Acceptance and such other documents expressly incorporated by the Letter of Acceptance .

(g) 'CONTRACT PRICE' means the sum named in Tender subject to such additions thereof or deductions there from as may be made under the provisions hereafter contained.

(h) ' CONSTRUCTIONAL PLANT ' means all appliances or things of what-so ever nature required in or about the execution, completion or maintenance of the works or Temporary works (as thereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.

(i) 'TEMPORARY WORKS 'means all temporary works of every kind required in or about the execution, completion or maintenance of the works.

(j) 'DRAWINGS' means the drawings referred to in the specifications and any modifications of such other drawing approved in writing by the PD / PM / Engineer and such other drawings as may from time to time be furnished or approved in writing by PD / PM / Engineer.

(k) 'SITE' means the lands and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the NTC for the purposes of the contract.

(l) 'APPROVED' means approved in writing including subsequent written confirmation of previous verbal approval and 'approval' means approved in writing including as aforesaid.

(m) 'TENDER' means the "Offered Tender" by the Contractor for the works governed by the contract.

(n) 'Specifications means the specifications of the works included in the contract and any modification (s) made as per contract.

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2. DIRECTOR DEVELOPMENT CENTRAL NTC LAHORE AND REPRESENTATIVE OF DIRECTOR DEVELOPMENT CENTRAL NTC

2.1 Director Development Central NTC Lahore being the Project Director (PD) would execute the work(s) / Lot(s) as per contract. The duties of Director Development Central NTC Lahore or his Representative / Project Manage (PM) are to watch and supervise the works and to test and examine any material to be used or workmanship employed in connection with the works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the contract except as expressly provided hereunder or elsewhere in the contract or order any work involving delay or any extra payment by the NTC and not to make any variation in the works.

The Director Development Central NTC Lahore may from time to time delegate to his PM / Representative in writing any of the powers and authorities vested in him and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instructions or approval given by the his Representative to the Contractor within the terms of such delegation (but not otherwise) shall bind the Contractor and the NTC as though it had been given by the Director Development Central NTC, provided always as follows :-

(a) Failure of the Representative of the Director Development Central NTC Lahore to disapprove any work or materials shall not prejudice the power of the Director Development Central NTC thereafter to disapprove such work or material and to order the pulling down, removal or breaking up thereof.

(b) If the contractor shall be dissatisfied by reason of any decision of the Representative, he shall be entitled to refer the matter to the Director Development Central NTC in writing who shall thereupon confirm, reverse or vary such decision.

2.2.1 Approval, reviews and inspection of the Director Development Central NTC/ his Representative/ NTC of any part of the work does not relieve the contractor from his sole responsibility of execution of the remaining works or testing and commissioning of the works as per contract.

2.3 The Contractor shall execute, complete and maintain the works strictly in accordance with the Contract to the satisfaction of the Director Development Central NTC and shall comply with and adhere strictly to the instructions and directions of the Director Development Central NTC or on any matter (whether mentioned in the Contract or not) touching or concerning the works. The Contractor shall take instructions and directions only from the Director Development Central NTC or (subject to the limitations referred in clause 2 hereof) from his representative.

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3. DRAWING AND TEST DOCUMENTS

3.1 The Director Development Central NTC shall furnish one copy of the approved plan / drawing to the contractor immediately after signing of the contract agreement and the Director Development Central NTC shall have full power and authority to supply the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of, proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.

3.2 The contractor shall submit drawing (**with detailed / comprehensive marking of GPS coordinates**)/ plan/ test protocol (As Built, Schematic, Jointing Diagram or any such documents etc) to Director Development Central NTC/ PM / his Representative and the Director Development Central NTC shall signify his approval or disapproval as case may be. Approved drawings (with marking of GPS coordinates) shall be signed by the Director Development Central NTC or his Representative/ PM and the contractor shall provide the three extra copies. Any disapproved drawing shall be modified to meet the requirement of the Director Development Central NTC and should be resubmitted for the approval of the Director Development Central NTC.

3.3 Unless otherwise agreed, the works shall not be considered completed for the purpose of taking over until aforesaid drawings/ test results have not been provided to NTC and approved by NTC/ Director Development Central NTC.

4. CONTRACT AGREEMENT

The Contractor shall, within seven (07) days of initiation of Letter of Intent / Acceptance, enter into and execute a contract agreement (to be prepared at the cost of the Contractor) in the form prescribed with such modifications and with attachments (such as Tender documents, BOQs, Drawings, Annexures etc.) as may be necessary and as required by the Director Development Central NTC.

5. CONTRACTOR OBLIGATION

5.1 The contractor shall commence the work(s) / lot(s) on the specified date as per contract and shall proceed with due expedition and without delay.

5.2 The contractor shall, in accordance with the contract, with due care and diligence, complete the work(s) / lot(s) and test and commission the network/works and carry out the works within the stipulated "Time for Completion". The contractor shall provide all necessary tools, equipment, superintendence, labors and materials necessary for accomplishment and testing of the work as per contract.

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5.3 The contractor shall set out the works in relation to approved drawing/ plan/ alignment and specifications given by Director Development Central NTC in writing. If during the execution, an error appears in position/ alignment, the contractor shall rectify the error and he shall borne the cost except error results from incorrect information from NTC/ Director Development Central NTC in which case the cost shall with benefit shall be borne by NTC. The checking of any setting out by Director Development Central NTC Lahore / his Representative shall not relieve the Contractor of his responsibility for accuracy thereof.

6. SITE DATA

The Contractor shall inspect and examine the work sites / lots and its surroundings and shall satisfy himself before submitting the Tender as to the nature of ground and sub-soil, the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general shall himself and obtain all necessary information, ROW, NOC etc. as to risk contingencies and other circumstances which may influence or affect his Tender.

7 SUFFICIENCY OF CONTRACT PRICE

7.1. The Contractor shall be deemed to have satisfied himself before tendering as of the correctness and sufficiency of his Tender for the work and of the rates and prices stated in the priced Bill of Quantities and the Schedule of Rates (if any) which rates and prices shall except in so far otherwise provided in the Contract cover all his obligations of the Contract and all matters and things necessary for the proper completion and maintenance of the works.

7.2 The Contractor shall be deemed to have satisfied himself on and taken account of in his tender:

a. All the circumstances and conditions affecting the Contract Prices.
b. The possibility of carrying out the works as per contract.
c. General circumstances at the site.
d. The general labor position at the site.

7.3 The contractor from time to time during the progress of the work shall clear away and remove all surplus material and rubbish from the site. On completion of the work the contractor shall leave the whole site clean in workman like conditions up to the satisfaction of Director Development Central NTC.

7.4 The contractor shall during execution of the work display proper signboards showing the contractor and NTC names and the works.

7.5 Facilities to inspect the Works shall at all times be afforded by the Contractor.

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8. **PROGRAM BE FURNISHED**

8.1 As soon as practicable after the acceptance of his bid, the Contractor shall (if required) submit to the PD / PM / Engineer, for his approval, a program showing the order of activities, procedures and method in which he proposes to carry out the works and shall whenever required by the Director Development Central NTC or his Representative , furnish in writing for his information particulars of the Contractor's arrangements for carrying out the works and that of the constructional plant and temporary works which the Contractor intents to supply, use or construct as the case may be. The submission to and approval by the Director Development Central NTC or his representative, of such program or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

8.2 The Contractor shall submit to the Director Development Central NTC the bi-weekly progress showing the works accomplished in the last two weeks (with drawings / photographs of the work etc.) and execution schedule for the month, in the first week of each month.

9. CONTRACTOR's SUPERVISOR AT SITE

9.1 The contractor shall employ one or more competent and skilled Representative to superintend the works on site and their names shall be communicated to Director Development Central NTC before commencement of works on the site. Any instruction or notice which Director Development Central NTC gives to such Representative(s) shall be deemed to have been given to the Contractor. The contractor's Representative shall be approved by Director Development Central NTC (which approval may be at any time withdrawn) and who shall be present at the site at all the working hours.

9.2 The Contractor on the written instruction of Director Development Central NTC shall remove from the works any person(s) employed by him in the execution of works who misconduct himself or is incompetent or negligent.

10. WATCHING, LIGHT AND SAFETY PRECAUTIONS

10.1 The contractor shall in connection with works provide and maintain at his own cost, all lights, guards, fencing and watch and ward when and where necessary or required by the Director Development Central NTC or his Representative or for the protection of the works or for the safety and convenience of the public or others.

10.2 In order to provide for the safety, health and welfare of persons and for prevention of damage of any kind, all operations for the purposes of or in connection with the contract shall be carried out in compliance with the safety requirement of

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Government of Pakistan with such modifications hereto as Director Development Central NTC may direct such measures reasonably necessary for such purpose.

10.3 The contractor shall ensure the following before the labor is deployed for work/ excavation. The work shall be got executed through skilled persons sufficiently trained in this special type of work.

(i) Arrange for safety & traffic sign boards as per site conditions.

(ii) Marking of trench line as per plan/ route drawing.

(iii) Avoid disturbing the other services however arrange suitable diversion if required.

(iv) Arrangement of immediate removal of executed soil to ensure smooth passage/ traffic etc.

(v) Straight & leveled trench be prepared as per approved dimensions by removing all kind of gravel/ stones.

11. COMPLIANCE WITH STATUTES, REGULATION & LAW

11.1 The contractor shall in all matters arising in the performance of the contract, comply in all respects with, give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other Law or any regulation or any bye-law of any duly constituted authority.

11.2 The contractor shall comply with the laws of Islamic Republic of Pakistan.

12. CARE OF WORK

12.1 From the commencement to the completion of the works the contractor shall take full responsibility for the care thereof and of all temporary works and in case any damage, loss or injury shall happen to the works or to any part there of all any temporary works from any case what so ever (save and except the accepted risks as defined in sub-clause#:(12.2)) shall at his own cost repair and make good the same so that at completion the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and the instructions of the Director Development NTC. The contractor shall also be liable for any damage to the works occasioned by him in the course of any operation carried out by him for the purpose of complying with his obligation under clause hereof.

12.2 The 'accepted risks ' are war hostilities (whether war be declared or not) invasion act of foreign enemies, rebellion, revolution, insurrection or, civil war (otherwise then among the contractors own employees) riot, commotion or disorder or use of occupation by the NTC of any portion of the works in respect of which a certificate of completion has been issued or any such operation of the forces of nature as responsible foresight and ability on the part of the contractor could not foresee reasonably provide against all of which are herein collectively refer to as ' the accepted risks'.

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13. DAMAGE TO PERSONS OR PROPERTY AND INSURANCE

13.1 The contractor shall be responsible for any injury to persons, animals or things/property and for all structural and decorative damage to property, which may arise from the operations and due to his neglects or of any nominated sub-contractor's employees. Whether such injury or damage arising out of carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this Contract. This clause shall be held to include, inter- alia, any damage to buildings whether immediately adjacent or otherwise and any damage to roads, streets, foot-paths, bridges or ways as well as all damage caused to the building and works forming the subject of this Contract by frost or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to person or property as afore-said, and also in respect of any claims made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damage consequent upon such claim for the period of construction/execution of works and also during the period of maintenance for loss or damage arising from a cause occupying prior to the commencement of the period of maintenance.

13.2 The contractor shall reinstate all damages of every sort mentioned in the clause so as to deliver up the whole of the contracted works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the properties of third parties.

13.3 The contractor shall indemnify NTC against all claims which may be made against the Employer by any member of the public or the third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with an approved office, policy of insurance in the joint names of the Employer and the contractor against such risks and deposit such policy or policies with the Engineer from time to time during the currency of the contract. The contractor shall similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other Statute in force during the currency of this contract as common law in respect of any employee of the contractor or any sub-contractor and shall at his own expense effect and maintain until the virtual completion of the contract, with an approved office. A policy of insurance in the joint names of the employer and the contractor against such risks and deposit such policies with the Engineer from time to time during the currency of this contract.

13.4 The contractor shall be responsible for anything which may be excluded from the insurance policies, above referred to, and also for all other damages to any property arising out of and incidental to the negligent or defective carrying of this contract.

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He shall also indemnify the NTC in respect of any costs charges of expense arising out of any claim or proceedings and also in respect of any award of or compensation of damages arising there from.

13.5 NTC shall be at liberty and empowered to deduct the amount of any damage, compensation cost, charges and expenses arising or accruing from or in respect of such claim or damage from any such sums due or to become due to the contractor.

13.6 Unless otherwise specified, the insurance shall be for the following amount in respect of original works costing more than Rs. Five Hundred Thousand **(Rs.500,000/-)** excluding repair and petty works.

(a) The works and temporary works to the full value of such works executed from time to time.
(b) The materials, constructional plant and other things brought on to the site by the contractor to the full value of such materials, constructional plant and other things.
(c) Third party insurance for at least the amount stated in the tender.

13.7 The contractor shall (except if and so far as the specification provides otherwise) Indemnify and keep indemnified the NTC against all losses and claims for injuries or damage to any person or any property what so ever (other than surface or other damage to land being or crops being on the site suffered by tenants or occupiers) which may arise out of or in consequence of the construction and maintenance of the works and against all claims demands proceedings damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

13.8 The contractor shall at the time of signing the contract, insure the works and keep them to be insured until the virtual completion of the contract against loss or damage by fire in and office to be approved by Director Development NTC in the joint names of NTC and contractor (the name of the former being placed first in the policy) for the full amount of the contract and for any further sum if called upon to do so by the employer, the premium of such further sum being allowed to the contractor as and authorized extra, such policy shall cover the property of the employer only, fees for assessing the claim and in connection with his services generally therein, and shall not cover any property of the contractor or of any sub-contractor of employer. The contractor shall despite the policy and receipts for the premium with the Director Development Central NTC within twenty one days from the date of signing the contract unless otherwise instructed by the Director Development Central NTC. In case of default of the contractor insuring as provided above, the NTC may insure and may so deduct the premiums paid from any amounts due or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or the works reinstated by the insurance office should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred in all respects under the same condition of contract. The contractor, in case of rebuilding or reinstatement after fire shall be

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entitled to such extension of time for completion as Director Development Central NTC deems fit.

13.9 The amount so due as aforesaid shall be the total value of the work duly executed and of the contract materials and goods delivered upon the site for use in the works upon and including the date not more than seven days prior to the date of the said certificate less the amount to be retained by NTC (as hereinafter provided) and less any installments previously paid under this clause, provided that such certificates shall only include the value of said materials and goods as and from time to time as they are reasonably, properly and not prematurely brought upon the site and then only if properly stores are protected against the weather.

14. PATENT RIGHTS AND ROYALTIES

The contractor shall save harmless and indemnify the NTC from and against all claims and proceedings for or on account of infringement of any patent right, design, make, mark or name of other protected right in respect of any construction plant machine, work or material used for or in connection with the works or temporary works or any of them and from and against all claims, demands, proceedings, damage cost, charges and expense whatsoever in respect thereof or in relation thereof / except where otherwise specified. The contractor shall pay all tonnage and other royalties, rent and other payment or compensation (if any) for getting stone, sand, gravel clay or other materials required for the works or temporary works or any of them.

15. SUPPLY OF PLANT, MATERIAL & LABORS

Except where otherwise specified the contractor shall at his own expense supply and provide all the constructional plant, temporary works materials both for temporary and for permanent works, labors (including the supervision thereof) transport to or from the site and about the works and other things of every kinds required for the construction, completion and maintenance of the works.

16. CLEARANCE OF SITE ON COMPLETION

On the completion of the works the contractor shall clear away and remove from the site all constructional plant surplus material, rubbish and temporary works of every kind and leave the whole of the site and work, clean and in a workmen like condition to the satisfaction of the Director Development Central NTC.

17. LABOUR

17.1 The hours of Employment Regulation and Payment of Wages Act, so far those are applicable to the contractor's labor shall be adhered to by the contractor.

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17.2. The contractor shall, if required by Director Development Central NTC, deliver to his Representative or at his office a return in detail, in such form and at such intervals as Director Development NTC, may prescribe showing the number of the several classes of labors from time to time employed by the contractor on the site and such information respecting constructional plant as Director Development Central NTC, may require.

18. WORK MATERIAL AND PLANT

18.1 All the material and workmanship shall be of the respective kind described, in the contract and in accordance with Director Development Central NTC's instruction and shall be subject to, from time to time, such tests as Director Development Central NTC may direct at the place of manufacturer, fabrication or on the site or at all or any such places. The contractor shall provide such assistance, instruments, machines, labors and materials as are normally required for examining, testing any work and the quality, weight, quantity of any material used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by Director Development Central NTC.

18.2 All samples shall be supplied by contractor at this own cost.

18.3 The costs of making all tests specified in the contract shall be borne by the contractor.

18.4 When in any certificate (of which the contractor has received payment) the Director Development Central NTC has included the value of any unfixed material intended for and/ or placed on or adjacent to the works such materials shall become the property of NTC and they shall not be removed, except for use upon the works, without the written authority of the Director Development Central NTC. The contractor shall be liable for any loss or damage to such materials.

18.5 All plant to be supplied shall be manufactured and all work to be done shall be executed in the manner set out in the contract. Whether the manner of execution is not set out in the contract, works shall be executed in a proper and workman like manner in accordance with recognized good practice. The contractor shall submit for approval of Director Development Central NTC, his detail method statement(s) for the execution of such items of work as may be desired by the Director Development Central NTC. Approval of such method statement(s) shall neither relieve the Contractor of his responsibilities under the contract nor form any basis for claiming additional costs.

18.6 The Contractor shall give Director Development Central NTC full opportunity to examine, measure and test any work on site which is about to be covered up or put out of the view. The contractor shall give due notice to Director Development Central

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NTC whenever any such work is ready for examination, testing or measurement and NTC/ Director Development Central NTC shall then, unless notifies otherwise, carry out such examination, testing or measurement without any delay.

18.7 If Director Development Central NTC instructs the Contractor shall then expose any parts of the works. The contractor shall reinstate and make good such parts to the satisfaction of Director Development Central NTC and the contractor shall bear its expenses / cost.

19. INSPECTION AND TESTING DURING EXECUTION OR MANUFACTURING

19.1 The Director Development Central NTC, his Representative / PM and any person authorized by him, shall at all times have access to the works and to the site and to all workshop and places where work is being prepared or where materials are manufactured, article or machinery are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the right of such access.

19.2 The Director Development Central NTC shall be entitled during manufacturing or execution to inspect, examine or test the material and workmanship and check the progress of the manufacturing or execution to be delivered under the contract. This shall take place on the contractor premises, site or other places where plant or some parts of the plant is being manufactured and in such case the Contractor shall obtain permission for Director Development Central NTC/ his representative / PM to carry out such testing, inspection or measurement. No such inspection, testing or measurement shall release the contractor from any obligation under the contract.

19.3 The contractor shall provide such assistance, labor, materials, electricity, fuel, stores, apparatus and instruments as may be necessary to carry out the test efficiently.

19.4 When plant or part of the plant or the network or any material or part of the network has passed the tests referred in the sub clauses above, The Director Development Central NTC shall furnish to the Contractor a certificate or certify the contractor's testing certificate.

19.5 If, as a result of the inspection, examination or testing referred above, Director Development Central NTC declares that any Plant or Network or Part of the Plant/Network or any material is defective or otherwise not in accordance with the contract, he may reject such plant or network or part of the plant/network or material and shall notify the contractor immediately and the Contractor shall make the good the effect with full speed. Director Development Central NTC shall not reject any plant or network or any part for minor defects which do not affect the commercial operation of such plant or network but the decision to declare service affecting deficiency or otherwise shall rest with Director Development Central NTC.

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20. REMOVAL OF IMPROPER MATERIAL OR WORK

20.1 The Director Development Central NTC shall, during the progress of the work have power to order from time to time:

a. The removal from the site within such time or times as may be specified of any materials which in the opinion of the Director Development Central NTC, are not in accordance with the contract.
b. The substitution of proper and suitable materials and
c. The removal and proper re-execution (notwithstanding any previous test thereof or interim payment there for) of any work which in respect of materials of workmanship is not in the opinion of the Engineer in accordance with the contract.

20.2 In case of default on the part of the contractor in carrying out such order, the Director Development Central NTC shall be entitled to employ and pay other person to carry out the same and all expenses consequent thereon or incidental thereto, shall be borne by the contractor and shall be recoverable from him by the NTC or may be deducted by NTC from any amounts due or which may become due to contractor.

21. SUSPENSION OF WORK

The contractor shall on the written orders of the PD / PM NTC, suspend the progress of the works or any part thereof for such time or times and in such manner as the Director Development Central NTC may consider necessary and shall during such suspension period protect and secure the work so far as is necessary in the opinion of the Director Development Central NTC. The extra cost (if any) incurred by the contractor in giving effect to such instructions, under this clause shall be borne and paid by the NTC unless such suspension is :-

(a) otherwise provided for in the contract, or
(b) necessary for the proper execution of the work or by reason of weather conditions affecting the safety or quality of the contract, or
(c) necessary for the safety of the works or any part thereof :
(d) The stores, equipment and the workmanship is substandard or of poor quality.

Provided that the contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim, to the Director Development Central NTC within 21 days of the suspension order. The Director Development Central NTC shall settle and determine the extra payment to be made to the contractor in respect of such claim as the Director Development Central NTC shall consider fair and reasonable.

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22. EXTENSION OF TIME FOR COMPLETION

The Contractor may claim an extension of the Time for Completion if the works are delayed by any of the following causes:-

a. Extra or Additional work ordered in writing by Director Development Central NTC.
b. Exceptional adverse weather conditions, if agreed by Director Development Central NTC.
c. Physical obstructions or conditions which could not have reasonably have foreseen by the contractor.
d. Director Development Central NTC's instructions, otherwise than by reason of Contractor's default.
e. The failure of NTC to fulfill any of its obligations under the contract.
f. Delayed by any other contractor engaged by NTC/ Director Development Central NTC.
g. Any Suspension of the works under Clause#: 21 except when due to the Contractor's default.
h. Force Majeure

The Contractor shall give to Director Development Central NTC notice for extension of time within fourteen (14) days of the circumstances for such a cause becoming known to the Contractor. The notice shall be followed with full supporting detail. Director Development Central NTC will convey such extension if it deemed justified after approval as per NTC procedure.

23. RATE OF PROGRESS

23.1 If the rate of progress of the works or any part thereof be at any time in the opinion of the Director Development Central NTC is slow, in order to ensure the completion of the works by the prescribed time, the Director Development Central NTC shall so notify the contractor in writing and the contractor shall thereupon take such steps as the contractor may think necessary and the Director Development Central NTC may approve to expedite progress so as to complete the works by the prescribed time or extended time for completion.. The contractor shall execute the work without any break and the progress of the work shall not be conditional with the payment of running bills or bill. However, the NTC shall do its best for early payments to the contractor in the interest of the project, subject to completion of all formalities under the laid down procedures and submission of all necessary documentation by the contractor.

23.2 Notwithstanding anything contained herein and in the event of the rate of progress of the works being such that in the opinion of the Director Development Central NTC the works cannot be completed by the prescribed time or the extended time. The PD /PM may have the works constructed and completed through any other agency

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either concurrently with or independently of the contractor at the RISK AND COST of the contractor or the Director Development Central NTC may supplement the contractor's labor, plant, equipment and materials at the contractor's RISK AND COST . Further, the NTC shall have the power to terminate the contract and withhold payment of the contractor till the whole of the works have been constructed, completed and maintained in the manner laid down in the contract and the contractor shall be responsible for any loss or damage which the NTC may sustain on that account.

24. TEST ON COMPLETION

24.1 When the plant or work or part of the network is completed, the contractor shall notify its completion to the Director Development Central NTC with detail test reports and other detail as per format agreed upon by NTC and the contractor or a known standard format. Director Development Central NTC then shall detail the testing and handing/taking over schedule immediately.

24.2 If the works or any Lot fails to pass the prescribed test, Director Development Central NTC may schedule retesting if in his opinion the deficiencies in the test can be addressed by the contractor in a well-defined time frame or not affecting the commercial operation of the Plant or network. If the work, plant or Lot fails again or the Director Development Central NTC considers that the deficiencies in the tests can adversely affect the commercial operation of the plant, work he may reject the plant or work or Lot.

24.3 As soon as in the opinion of the Director Development Central NTC, the works have been substantially completed and satisfactorily passed any final test that may be prescribed under the contract, the Director Development NTC Central shall, on receiving a written undertaking by the contractor to finish any outstanding work during period of maintenance, issue a certificate of completion in respect of the works and the period of maintenance of the works shall commence from the date of such a certificate provided that the Director Development Central NTC may give such certificate with respect to any part of the works before the completion of the whole of the works and shall upon the written application of the contractor give such certificate with respect to any substantial part of the works which has been completed to the satisfaction of the Director Development Central NTC and occupied or used by the NTC and when any such certificate is given in respect of a part of the works such part shall be considered as completed and the period of maintenance of such part shall commence from the date of such certificate.

24.4 The work shall be taken over by NTC when they have been completed in accordance with the Contract and have passed the tests, except in minor respects that do not affect the works for their intended purpose.

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25. MAINTENANCE AND DEFECTS LIABILITY / WARRANTY PERIOD

25.1 The defect liability Period or warranty period of the plant or network or works, except otherwise agreed, shall be one year from the date of taking over Certificate (Provisional Acceptance Certificate).Where any part of the works is taken over separately from the works the Defect Liability Period for that part shall commence from the date it was taken over.

25.2 The Contractor shall be responsible for making good any defect in or damage to any part of the works which may appear or occur during the Defect Liability Period and which arises from either

a. Any defective materials, workmanship or design or
b. Any act or omission of the Contractor during the Defects Liability Period. The Contractor shall make good the defects or damages as soon as practicable and at his own cost.

25.3 The Defects Liability Period for the works shall be extended by a period equal to the period during which the works cannot be used by reason of a defect or damage.

25.4 If the Contractor fails to remedy a defect or damage within a reasonable time NTC may fix a final time for remedying such defect or damage. If the contractor fails to do so NTC may

a. Carry out the work at the contractors risk and cost at a reasonable manner and its cost shall be deducted from the Contract Price.
b. If the defect or damage is such that NTC has been deprived substantially the whole of the benefits of the works or the part thereof, NTC may terminate the Contract in respect of such parts of the works which cannot be put in intended use. NTC shall be entitled to recover all sums paid in respect of such parts of the works together with the cost of dismantling the same and clearing the sites and returning the plant to the Contractor or disposing it otherwise.

25.5 Until the issuance of Final Acceptance Certificate, the contractor shall have access to all parts of the works and to records of the working and performance of the works.

25.6 When the Defect Liability Period for the works or any part has expired and the Contractor has fulfilled all his obligations under the Contract for defects in the works or that part, Director Development Central NTC shall issue the Defects Liability Certificate.

26. ALTERATIONS, ADDITIONS AND OMISSIONS

26.1 The Director Development Central NTC shall make any variation of the form, quality or quantity of works or any part thereof that may in his opinion be necessary and for that purpose or if for any other reason it shall in his opinion be desirable, shall have power to order the contractor to do and the contractor shall do any of the following:-

(a) Increase or decrease the quantity of any work included in the contract.

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(b) Omit any such work.
(c) Change the character or quality or kind of any such work.
(d) Change the levels, lines and dimensions of any part of the works and
(e) Execute additional work of any kind necessary for the completion of the works.

And no such variation shall in any way vitiate or invalidate the contract but the value (if any) of all such variations shall be taken into account in ascertaining the amount of the contract price.

26.2 No such variation shall be made by the contractor without an order in writing of the Director Development Central NTC, provided that no order in writing shall be required for increase or decrease in the quantity of any work such increase or decrease is not the result of an order given under this clause but is the result of the quantities exceeding or being less than those stated in bill of quantities. Provided, also that if for any reason the Director Development Central NTC shall consider it desirable to give any such order verbally, the contractor shall comply with such order and any confirmation in writing of such verbal order given by the Director Development Central NTC, whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of this clause.

26.3 The contractor may be required to execute additional work beyond the quantities specified in the bill of quantities or extra or substitute items not included therein. For all additional work, payment shall be made on the basis of actual measurement at the minimum rates for such work in the contract. For extra or substitute items, payment shall be made on the basis of actual measurement at the rates derived from those included in the bill of quantities if in the opinion of the Director Development Central NTC (which shall be final) such rates are applicable. In case the rates for extra or substitute items cannot be so derived, then reasonable rates shall be fixed by the Director Development Central NTC for which the contractor shall submit analysis of rates well in time for approval of the Director Development Central NTC before execution of such work. If the Director Development Central NTC decides certain items of work or reduce the quantities thereof, the value of the contract shall accordingly be reduced on the basis of actual measurement.

26.4 The contractor shall submit, to the Director Development Central NTC, giving full and detailed particulars of all claims for any additional expense to which the contractor may consider himself entitled and of all extra or additional work ordered by the Director Development Central NTC, which he has executed and no claim for payment for any such work will be considered which has not been before the completion of work.

26.5 The Contractor shall also be entitled to be paid

a. The cost of any partial execution of the works rendered useless by any such variations, and

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b. The cost of making necessary alteration to work or plant already delivered or in the course of delivery or of any work done that has to be altered in consequence of such variation, and
c. Any additional costs incurred by the Contractor by the disruption of the progress of the works as detailed in the program, and
d. The net effect of the Contractor's Finance Cost, including Interest caused by the variation.

27. PROPERTY IN MATERIAL AND PLANT

27.1 Plant, temporary works and material to be provided in pursuant to the Contract shall become the property of the NTC when Plant, works and material delivered to the site, and the Contractor shall not remove any part thereof without the written permission of Director Development Central NTC.

27.2 The NTC shall not at any time be liable for the loss of or injury to any of the said plant, temporary works or materials.

28. CERTIFICATION AND PAYMENT

28.1 The Terms of payment shall be as stated in the Preamble to conditions of Contract.

28.2 If at any time any payment would fall due for Works or portion of works and, if there shall be any defect in portion of such works in respect of which such payment is proposed, NTC may retain the whole or any portion of such payment and the sum retained so shall be paid to the Contractor after the said defect is removed.

28.3 The contractor shall submit to Director Development NTC or his representative, during the execution of the works, on-account bills signed by the contractor showing the quantities and values of the permanent work done on site as soon as measurements have been recorded.

28.4 The rates and prices in such on-account bills shall be in accordance with these in the priced bill of quantities so far rates and prices are applicable and on the approved rates and price for other items of work.

28.5 The quantities in such on-account bills shall be in accordance with the agreed measurement recorded by the representative of Director Development Central NTC.

28.6 The contractor will be paid on the certificate of the Director Development Central NTC, the estimated contract value of the permanent executed and in the addition such amount as the Director Development Central NTC may consider fair and reasonable for any temporary works for which separate amount are provided in the bill of quantities.

28.7 No certificate other than the Provisional Acceptance Certificate referred to in clause #: 38 hereof shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as admission of the performance of the contract or any part thereof or of the accuracy of any claim or demand made by the contractor or of additional or varied work having been ordered

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by the engineer nor shall any other certificate conclude or prejudice any of the powers of the engineer.

28.8 The contract shall not be considered as complete until Final Acceptance Certificate has been signed by the Director Development Central NTC and completed and maintained to his satisfaction. The Final Acceptance Certificate shall be given by the Director Development Central NTC after the expiry of the period of maintenance (or if different periods of maintenance shall become applicable to different parts of the works, the expiration of the latest such period) and full effect shall be given to this clause notwithstanding any previous entry on the works or the taking possession working or using thereof by NTC. The security deposit of the contractor shall be refunded after the issuance of Final Acceptance Certificate by the Director Development Central NTC after deducting any sums which may become due from contractor in terms of provision of clause#: 33.4 and 33.5 hereof.

28.9 When the Director Development Central NTC has granted a certificate or certificates of completion for the whole of the works hereof and when the NTC has ascertained the estimated final sum due to the contractor, the NTC shall after allowing for the amount of all previous on-account bills and certificates and after allowing for all other payments due form the contractor to the NTC pay to the contractor such a sum out of the balance so calculated as remaining due to the contractor.

28.10 Unless otherwise agreed between the NTC and the contractor all payments, NTC will pay the payment for each certificate within 21 days of issuance of such certificate.

29. MEASUREMENT

29.1 The quantities set out in the bill of quantities are the estimated quantities of work but they are not to be taken as the actual and correct quantities of the work to be executed by the contractor in fulfillment of his obligations under the contract.

29.2 The Director Development Central NTC shall accept, as otherwise stated, ascertain and determine by measurement the value of work done in accordance with the contract. He shall when he requires any part or parts of the work to be measured, give notice to the contractor or authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Director Development Central NTC or his representative in making such measurement and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such agent then the measurement made by the Director Development Central NTC or approved by him shall be taken to be the correct measurement of the works.

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30. PROVISIONAL SUMS

All the sums set out in the bill of quantities which shall be stated to be provisional or for contingencies shall be used only at the direction and discretion of the PD / PM NTC and if not used either wholly or in part shall as to the amount not used be deducted from the contract price.

31. REMEDIES AND POWERS

31.1 If the contractor shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the contract under a committee of inspection of his creditors or (being a corporation) shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if the contractor shall assign the contract without the consent in writing of the NTC first obtain or shall have an execution levied on his goods or if the Director Development Central NTC shall certify in writing that in his opinion the contractor:

a) Has abandoned the contract.

b) Without reasonable excuse has failed to commence the work or has suspended the progress of the work for 14 days after receiving from the Director Development Central NTC written notice to proceed; or

c) Has failed to remove materials from the site or to pull down and replace work for 28 days after receiving from the Director Development Central NTC written notice that the said materials or work had been condemned and rejected by him under these conditions; or

(d) Is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract;

e) has to the detriment of good workmanship or in defiance of the Director Development Central NTC 's instruction to the contrary sub-let any part of the contract than the Director Development Central NTC may after giving 14 (fourteen) x days' notice in writing to the contractor enter upon it and the works and expel the contractor there from without thereby avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contract or affecting the rights and powers conferred on the NTC or the Director Development Central NTC by the contract and may himself complete the works or may employ any other contractor, to complete the works and the NTC or such other contractor may use for such completion so much of the construction plant, temporary works and materials which have been deemed to become the property

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of the NTC under the provisions of the contract as he or the NTC may think proper and the NTC may at any time sell all or any of the said constructional plant temporary works and un-used materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to the NTC from the contractor under the contract.

31.2 The Director Development Central NTC shall as soon as may be practicable after any such entry and expulsion by the NTC fix and determine or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute and shall certify what amount (if any) had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the contractor in respect of work than actually done by him under the contract and what was the value of any unused or partially used materials any constructional plant and any temporary works which have been deemed to be done the property of the NTC under the provisions of the contract.

31.3 If the NTC shall enter and expel the contractor under this clause, the NTC shall not be liable to pay to the contractor any money on account of the contract until the expiration of the period of maintenance and thereafter until the costs of completion and maintenance damages for delay in completion (if any) and all other expenses incurred by the NTC have been ascertained and the amount thereof certified by the Director Development Central NTC, the contractor shall then be entitled to receive only such sums or sum (if any) as the Director Development Central NTC, may certify would have been due to him upon due completion by him after deducting the said, amount. But if such amount exceeds the sum which would have been payable to the contractor on due completion by him then the contractor shall upon demand pay to the NTC, the amount of such excess and it shall be deemed a debt due by the contractor to the NTC and shall be recoverable accordingly.

32. RISK AND RESPONSIBILITY

32.1 The risk of loss of or damage to physical property and of death and personal injury which arise in consequence of the performance of the Contract shall be allocated between NTC and The Contractor as mentioned in sub-clause#: 32.2 and 32.3

32.2 The NTC's risks are

a. Wars and hostilities (whether war be declared or not) invasion, act of foreign enemies.
b. Rebellion, revolution, insurrection, military or usurped power or civil war.
c. Ionizing radiation or contamination by radioactivity from any nuclear fuel, radioactive toxic explosives or other hazardous properties of explosive nuclear assembly or nuclear component thereof.
d. Riots, commotion or disorder, unless solely restricted to the employees of the Contractor or his subcontractors.
e. Use or occupation of the work or any part thereof by the NTC.

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f. Fault, error, defect or omission in the design of any part of the work by NTC or by whom NTC is responsible for which the Contractor has disclaimed responsibility in writing in a reasonable time after the receipt of such design.
g. Right of way if NTC is responsible.
h. The act, neglect or omission or breach of Contract or statutory duty of NTC or other contractor employed by NTC.

32.3 The Contractor's risk are all risk other than those identified as the NTC's risk.

33. CARE OF THE WORK AND RISK TRANSFER DATE

33.1 The Contractor shall be responsible for the care of works or any Lot thereof from the date of commencement until the Risk Transfer Date applicable as in Sub-Clause 33.2 The Contractor shall also be responsible for the care of any part of the work for which any outstanding work is being performed by the Contractor during the Defect Liability Period until completion of such outstanding work.

33.2 The Risk Transfer date in relation to the work or Lot thereof is the earlier of either
a. The date of issuance of Taking Over Certificate or
b. The date of expiry of the notice of termination when the Contract is terminated by the NTC or the Contractor in accordance with the Contract.

33.3 The risk of loss or damage to the works or any Lot thereof shall pass from the Contractor to NTC on the Risk Transfer Date applicable thereto.

33.4 Loss of or damage to the works or any Lot thereof occurring before the Risk Transfer Date shall
a. To the extent caused by any of the Contractor's Risk, be made good forthwith by the contractor at his own cost, and
b. To the extent caused by any of the NTC's Risk, be made good by the Contractor at NTC 's expense if so required by Director Development NTC within 28 days after the occurrence of such loss or damage. The price of making good such loss and damage shall be in all circumstances reasonable and shall be agreed by NTC and the Contractor.

33.5 After the Risk Transfer Date ,the Contractor's liability in respect of loss of damage to any part of the works shall, except in the case of Gross Misconduct, be limited to
a. To the fulfillment of the Contractor's obligation under clause 32 in respect of defects therein
b. To making good forthwith loss or damage caused by the contractor during the Defect Liability Period.

34. DAMAGE TO PROPERTY AND INJURY TO PERSONS

34.1 The Contractor shall be liable for and shall indemnify NTC against all losses, expenses and claims in respect of any damage to physical property occurring before the issuance of Final Acceptance Certificate to the extent caused by:
a. Defective design, material or workmanship of the Contractor or
b. Negligence or breach of statutory duty of the Contractor.

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34.2 NTC shall be liable for and shall indemnify the Contractor against all losses, expenses or claims in respect of loss or damage to any physical property or personal injury whenever occurring in connection of the works to the extent caused by the NTC's Risks.

34.3 The Contractor shall be liable for and shall indemnify NTC against all losses or claims arising in connection of damage to the property or injury /death to persons unless caused by the acts or defaults of NTC or other Contractors engaged by NTC, in which case NTC shall be liable and shall indemnify the Contractor against all losses, expenses and claims arising in the connection herewith

35. LIMITATION OF LIABILITY

35.1 Neither party shall be liable to the other for any loss of profit, loss of use, loss of production, loss of contracts or for any other indirect or consequential damage that may be suffered by other except

a. as expressly provided in the Clause 30 and

b. those provisions of these Conditions whereby the Contractor is expressly entitled to receive

35.2 The liability of the Contractor to NTC shall not in any case exceed the sum stated in the Preamble.

35.3 The Contractor shall have no liability to NTC for any loss or damage which occurs after the expiration of Defect Liability Period unless caused by the Gross Misconduct of the Contractor.

35.4 In all cases the party claiming a breach of Contract or a right to be indemnified in accordance with the Contract shall be obliged to take all the reasonable measures to mitigate loss or damage which has occurred or may occur.

36. INSURANCE

36.1 The contractor shall insure the works in the joint names of the Contractor and NTC to their full replacement value with deductible limits. Such insurance shall be for losses or damage caused by any of the Contractor's Risk from the Commencement date to the Risk Transfer date and during the Defect Liability period for loss or damage by the Contractor in completing any outstanding work or complying with his obligation under Clause 32.

36.2 The Contractor shall insure the Contractor's equipment for its full replacement value on the site against all loss or damage caused by any of the Contractor's Risks.

36.3 The Contractor shall insure against liability to third parties for any death or personal injury and loss or damage to any physical property arising out of the performance of the Contract. Such insurance shall be affected before the Contractor begins any work on the site.

36.4 The Contractor shall

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a. whenever required by NTC produce the policies or certificates of insurance which he is required to effect under the Contract to gather with receipts for the premiums

b. Effect all insurances for which he is responsible with an insurer and in terms approved by NTC.

c. Make no material alteration to the terms of any insurance without approval from NTC. If any insurer makes any material alteration to the terms, contractor shall forthwith notify NTC, and

d. In all respect comply with any conditions stipulated in the insurance policies which he is required to place under the Contract.

36.5 The insurance cover effected by the Contractor may exclude any of the following

a. The cost of making good any part of the works which is defective or otherwise does not comply with the Contract provided that it does not exclude the cost of such defector non-compliance.

b. Indirect or consequential loss of damage including any reductions in the Contract Price for delay.

c. Wear and tear.

36.6 If the Contractor fails to produce evidence of insurance cover or does not insure any work or Lot as stated in Sub Clause#: 36.4 then NTC may effect and keep in force such insurance. Premiums paid by NTC for this purpose shall be from the Contract Price.

36.7 All policies of insurance of the Plant shall provide for payment of indemnity to be made in such amounts as will allow making good of loss of or damage to the whole or any part of the works.

36.8 It shall be the responsibility of the Contractor to notify the Insurer of any changes in nature or extent of the works and to ensure the adequacy of the insurance coverage at all times in accordance with the provisions of the Contract.

36.9 The Contractor shall procure and submit the insurance cover under this Clause within a period of 28 days of the receipt of Letter of Acceptance from Director Development Central NTC.

37. CHANGE IN COST AND LEGISLATION

The Contract Price shall be adjusted to take account of any increase or decrease in cost resulting from changes in legislation of the country or in its generally accepted interpretation. Legislation means any law, order, regulation or bye-law, which affects the Contractor in the performance of his obligations under the contract, made after the date 28 days prior to the latest date for submission of tenders for the works. Director Development Central NTC shall certify the amount of the resulting increase or decrease in cost, which shall be added to or deducted from the Contract Price.

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38. PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)

After successful and complete installation of work(s) / Lot(s), testing and commissioning the contractor may notify to the NTC PD / PM when he considers that the works are complete. Upon such notification from contractor, the Director Development Central NTC will arrange inspection and testing within 10 x working days. The Provisional Acceptance Certificate (PAC) in favor of contractor subject to satisfactory completion of work and successful testing as per requirement of contract will be issued by Director Development Central NTC. Alternatively the PD / PM NTC will notify the contractor that the work is not fully complete and contractor will rectify the discrepancies.

39. PROVISION OF NTC STORE

39.1 NTC store shall only be issued to the contractor on having ROW / NOC permission (if required). In case, where contractor submit a request that obtaining of ROW / NOC shall take time, then store shall be issued only after a certificate of Site In charge that all trenches are at the stage on which store should be issued / released. However, transportation of the store from NTC Regional stores (within Pakistan) to the site shall be responsibility of the contractor.

39.2 All NTC stores issued to the contractor shall be placed at NTC premises. In case, where NTC premises are not available, Project Director NTC shall approve genuineness of the contractor's request. Contractor shall place the store at his own premises subject to:

a. That the store should not be kept in open ground, rather than it should be placed under a roof.
b. Contractor should be fully responsibility for safety and security of NTC stores, any loss / theft of NTC stores shall be recovered from the contractor.
c. Guarantee should be obtained against the store issued to the contractor.
d. That store shall be readily available for inspection of NTC representative at any time.

39.3 Handing/ taking over of NTC stores with all relevant details should be done on legal / stamp paper and all terms & conditions of utilization of store should be agreed and signed by both parties.

39.4 In case NTC fails to provide the stores, the time taken in arrangement of said stores shall be incorporated in the completion period accordingly.

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39.5 Any delay towards NTC stores will be considered on the part of NTC. Any additional change in BOQs will be also incorporated accordingly.

39.6 The Contractor shall warrant that all stores / items etc. issued by NTC shall be utilized as provided and shall not be replaced, substituted, or exchanged with the Contractor's own stores / materials under any circumstances. The Contractor further undertakes to deploy the NTC-issued stores / items strictly in accordance with their intended purpose and in the spirit of the contract. In the event of any non-compliance, the full cost of the replaced NTC-issued stores / items shall be recovered from the Contractor at prevailing market rates, without prejudice to any other remedies available to NTC under the contract or applicable law.

40. RIGHT OF WAY (ROW)/NOC

40.1 The obtaining of ROW / NOC from all concerned Govt. Deptts, Civic Agencies etc. for execution / completion of work(s) as specified in the "Scope of work / BOQs / Drawings" will be responsibility of the contractor. However Director Development Central or his PM / representative shall provide request letter addressed to concerned Govt. Deptt, civic agency for obtaining ROW / NOC for NTC on contractor's request.

40.2 The work with Right of Way (ROW) / NOC or without ROW / NOC is explicitly mentioned in the BOQs.

40.3 ROW / NOC charges will be included in the services by the contractor, however if any damage is occur due to the negligence of the contractor to any private/ Government property, then it will be the responsibility of the contractor to rectify it at his own expense.

40.4 Contractor will also be responsible for reinstatement charges, lease charges & line rent etc.

40.5 Contractor will submit ROW/ NOC/permission letter for acquiring ROW/ NOC/ permission from concerned agencies and route diagrams clearly marked approval of concerned agencies for the completed portion with final bill.

40.6 Contractor shall submit the proper drawing for obtaining the ROW/ NOC at his own according to the requirement of the concerned Govt. Deptt, Civic agency etc. for obtaining the ROW/ NOC.

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40.7 Director Development Central NTC or his authorized representative(s) will mark the route and site.

41. SECURITY CLEARANCE

If labor security clearance/ permission is required by any other department for work execution, then the contractor will provide the detail(s) of his labor within five (05) days from signing of contract/ issuance of such instructions.

42. TEMPORARY BAR/ BLACK-LISTING OF FIRM

42.1 As per clause#: 19 of the PPRA Rules 2004, NTC reserves the right of debarment 'or' blacklisting of a firm, association, corporation, joint venture, company, partnership or any other legal entity subject to any of the following acts:-

a. Consistent failure to provide satisfactory performance.
b. Contractor becomes insolvent.
c. Existence of judicial decision against a contractor in respect of a corrupt or collusive practice.
d. Submission of false and spurious documents, making false statements and allegations to gain undue advantage.
e. Commission of fraud.
f. Contractor abandons the contract.
g. Contractor without reasonable excuse fails to commence the work 'or' suspends the progress of work for 14 days.
h. Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
i. Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration with sales tax authorities, Pakistan Engineering council etc., giving false evidence, furnishing of false information of serious nature.

42.2 MD NTC will constitute a committee comprising of three NTC officers and they will investigate the matter in connection with allegation of corrupt, fraudulent, coercive or collusive practices or illegally harassment or threat. Moreover, the committee shall also accord adequate opportunity of being heard to the contractor who is to be debarred/ blacklisted. The said committee will forward its clear recommendations for the approval of MD NTC.

42.3 The debarment shall be for a reasonable specified period of time, commensurate with the seriousness of the cause. However, the debarment period shall not exceed from three years. Moreover, NTC also reserves the right of permanent blacklisting of a contractor subject to severity of the corrupt or fraudulent practices.

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Bidder's details

Name of Authorized Representative (with CNIC): _____

_____

Organization's Name and Address: _____

_____

Contact Number: _____

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ANNEX-A-I: BILL OF QUANTITY (BOQ) AND B-I DRAWINGS (LOT-I)

Annex-A-I(i)

BOQ for laying of OFC network for GPON between NTC exchange and different Govt. department at Johrabad (LOT-I)					
Stores (to be Provided by NTC)					
Sr.#	**Description fo Work**	**Unit**	**Qty**	**Rate**	**Total Amount Rs.**
1	Optical Fiber Cable 48 Fibers (duct burried, Single mode G.652)	Mtr	1496	To be Provided by NTC	
2	Optical Fiber Cable 24 Fibers (duct burried, Single mode G.652)	Mtr	2300		
3	Optical Fiber Cable 12 Fibers (duct burried, Single mode G.652)	Mtr	14265		
4	Drop Cable of 2x Fiber (Single mode)	Mtr	19000		
5	Joint Enclosure 24 Fiber complete with all respect	No	6		
6	Joint Enclosure 12 Fiber complete with all respect	No	19		
Stores (to be Provided by Contractor)					
Sr.#	**Description fo Work**	**Unit**	**Qty**	**Rate with 18 % GST**	**Total Amount Rs.**
1	FDH Cabinet ODF Cable Tray alongwith 132 Fiber Ports Pre Loaded along with SC/APC adopter Pigtails Splice Tray complete etc.	No	1		
2	FDH Cabinet ODF Cable Tray alongwith 96 Fiber Ports Pre Loaded along with SC/APC adopter Pigtails Splice Tray complete etc.	No	1		
3	FDH Spliter 2:4 with Pre Loaded SC/APC Adopter loaded in Tray etc.	No	11		
4	FAT 8 ports pre loaded along with SC/APC Adopter (single mode) Pigtail Splice tray & loss with in 10 dbm etc.	No	42		
5	Pigtail 1m SC/APC Adopter (Single mod) for Drop fiber to FAT/Patch Panel	No	190		
6	Patch Cord SC/APC (Single mode) 3 meter for FDH	No	66		
7	Patch Cord SC/APC (Single mode) 10 meter for OLT	No	22		
8	Patch Panel 2 Port Fiber SC/APC Adopter (Single mode) pre loaded for ONT	No	190		
9	HDPE Pipe 2"dia 3mm thickness	Mtr	13877		
10	PVC Channel patti 1"/Flexible Pipe 1" dia.	Mtr	20		
11	ODF 48 Fiber wall mounted pre loaded alongwith SC/ APC adopter Pigtail Splice Tray complete etc	No	1		
12	ODF 24 Fiber wall mounted pre loaded alongwith SC/ APC adopter Pigtail Splice Tray complete etc	No	1		
13	GI Pipe 1" with fixing materials for FAT	Mtr	78		
14	GI Pipe 2" with fixing materials	Mtr	11		
15	Warning Tape with NTC monogram	Mtr	13289		
16	A4BC Pole	No	10		
Sub Total (A) PKR					
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					Annex-A-I(ii)
Services (to be Provided by Contractor)					
Sr.#	**Description of Work**	**Unit**	**Qty**	**Rate with 16 % PST**	**Total Amount Rs.**
1	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the pipe, laying of warning tape, back filling & proper disposal of surplus dressing and Compaction in **"KACCHA"** with Right of Way Charges.	Mtr	12175		
2	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the pipe, laying of warning tape, back filling, re-instatement & proper disposal of surplus dressing and Compaction in **"PACCA"** with Right of Way Charges.	Mtr	169		
3	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the pipe, laying of warning tape, back filling & proper disposal of surplus dressing and Compaction in **"Soling"** with Right of Way Charges.	Mtr	945		
4	Boring of Road for 120 cm depth with Right of Way Charges.	Mtr	588		
5	Roding & Cleaning of existing HDPE/ PVC pipe alongwith handhole{ including with Row Charges (if any) for excavation of pits for cleaning the choked/ damaged existing ducts}	Mtr	15		
6	Digging and excavation of pit (100cm x 40cm) on cable route for pulling of cable and repairing of new duct with U back PVC pipe along with 03x bricks and cementd plaster	Mtr	275		
7	Attachment of GIP Pipe along with building /walls/ canal	Mtr	89		
8	Pulling of cable in HDPE Pipe	Mtr	18061		
9	Splicing of Optical Fiber Cable in FDH /FAT/Joint enclosure.	No	483		
10	Fixing and Fitting of FAT with wall /Pole etc.	No	42		
11	Construction of FDH Cabinet Base as per Standard	No	2		
12	Construction of Hand Hole (90cm x90cm x120cm) RCC Type with opening Cover.	No	28		
13	Installation and fixing of Splitter in FDH	No	11		
14	Installation and fixing of ODF	No	2		
15	shifting of existing A4BC Poles	No	3		
16	Installation of A4BC Poles	No	10		
17	Loading, unloading and transportation of Cable/store from NTC Store/ Warehouse to the working site	Km	240		
Sub Total (B) PKR					-
Total (A+B) PKR					
Note:	**1547 Meter trench is common**				
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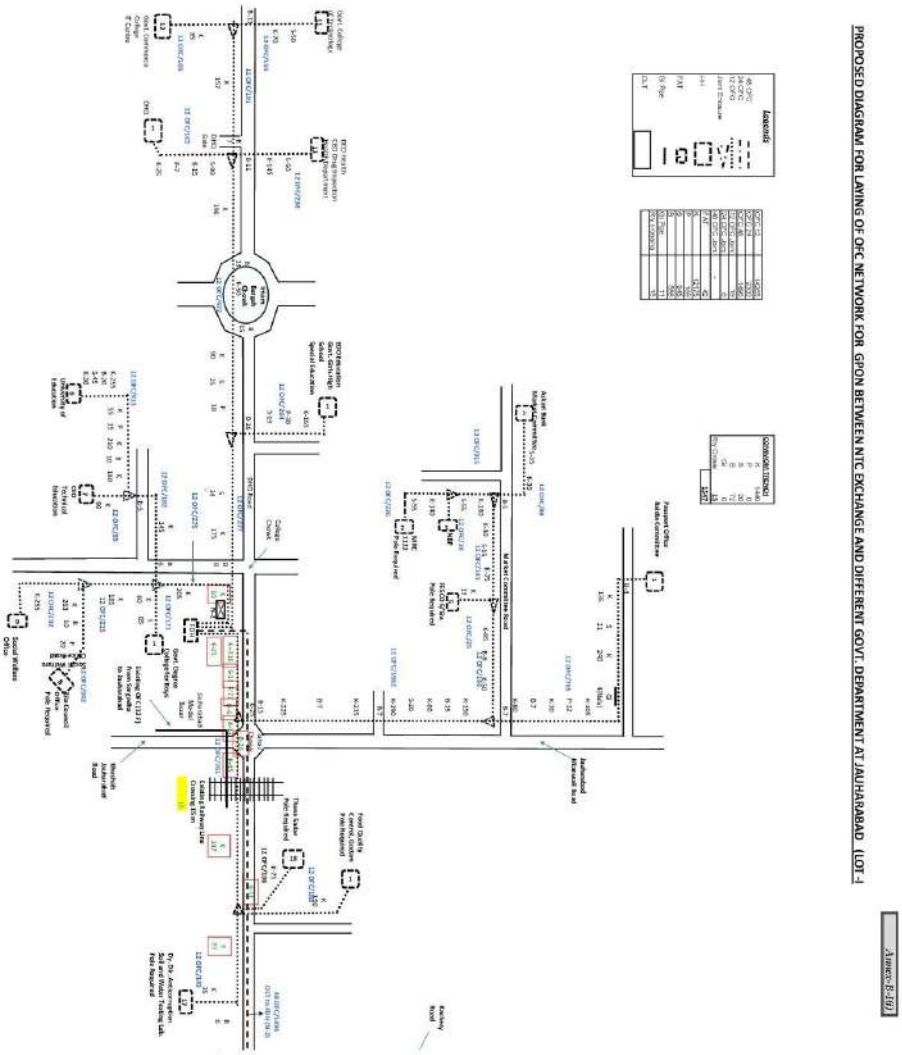
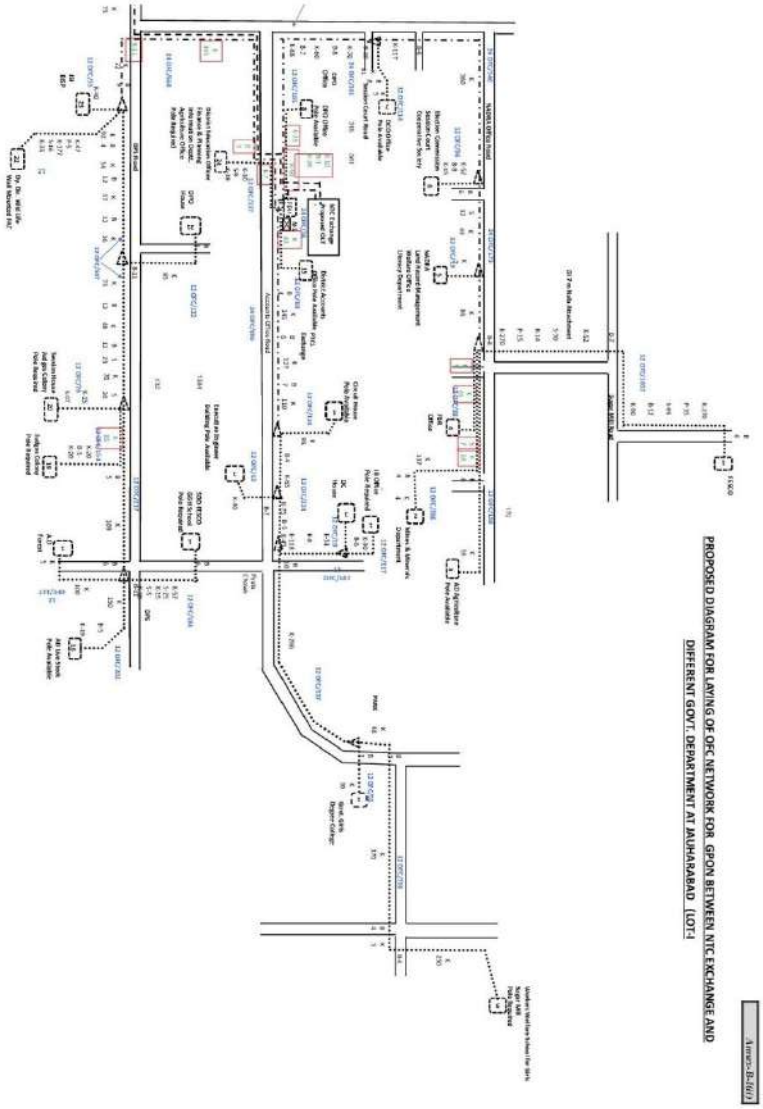

PROPOSED DIAGRAM FOR LAYING OF OFC NETWORK FOR GPON BETWEEN NTC EXCHANGE AND DIFFERENT GOVT. DEPARTMENT AT JAUHARABAD (LOT-I)
Annex-B-(iii)



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Annex -AI(iii)

Cost Summary for Laying of OFC Network at Johrabad City (LOT-I)				
S/No.	Description of Work	Cost of Contractors Stores	Cost of Contractors Services	Total Amount (PKR)
1	BOQ for laying of OFC GPON network at Johrabad (LOT-I).			
	Grand Total (PKR)			

ANNEX-A-II: BILL OF QUANTITY (BOQ) & B-II DRAWINGS (LOT-II)

Annex -A-II(i)

BOQ,s for laying of OFC network against TDM to IP/GPON at KCP Colony Johrabad (LOT-II)					
Stores (to be Provided by NTC)					
Sr.#	Description of Work	Unit	Qty	Rate	Total Amount PKRs.
1	Optical Fiber Cable 96 Fibers (duct burried, Single mode G.652)	Mtr	2548	To be Provided by NTC	
2	Optical Fiber Cable 48 Fibers (duct burried, Single mode G.652)	Mtr	244		
3	Optical Fiber Cable 24 Fibers (duct burried, Single mode G.652)	Mtr	2537		
4	Optical Fiber Cable 12 Fibers (duct burried, Single mode G.652)	Mtr	9687		
5	Drop Cable of 2x Fiber (Single mode)	Mtr	40000		
6	Joint Enclosure 48 Fiber complete with all respect	No	5		
7	Joint Enclosure 24 Fiber complete with all respect	No	11		
8	Joint Enclosure 12 Fiber complete with all respect	No	12		
Store (to be Provided by Contractor)					
Sr.#	Description of Work	Unit	Qty	Rate with 18 % GST	Total Amount Rs.
1	FDH Cabinet ODF Cable Tray alongwith 144 Fiber Ports Pre Loaded along with SC/APC adapter Pigtails Splice Tray complete etc.	No	3		
2	FDH Cabinet ODF Cable Tray alongwith 120 Fiber Ports Pre Loaded along with SC/APC adopter Pigtails Splice Tray complete etc.	No	1		
3	FDH Spliter 2:4 with Pre Loaded SC/APC Adopter loaded in Tray etc.	No	36		
4	FAT 8 ports pre loaded along with SC/APC Adopter (single mode) Pigtail Splice tray & loss with in 10 dbm etc.	No	114		
5	Pigtail 1m SC/APC Adopter (Single mod) for Drop fiber to FAT/Patch Panel	No	400		
6	Patch Cord SC/APC (Single mode) 3 meter for FDH	No	216		
7	Patch Cord SC/APC (Single mode) 10 meter for OLT	No	72		
8	Patch Panel 2 Port Fiber SC/APC Adopter (Single mode) pre loaded for ONT	No	400		
9	HDPE Pipe 2"dia 3mm thickness	Mtr	8981		
10	PVC Channel patti 1"/Flexible Pipe 1" dia.	Mtr	20		
11	ODF 48 Fiber wall mounted pre loaded alongwith SC/ APC adopter Pigtail Splice Tray complete etc	No	2		
12	19" Rack floor standing for ODF alongwith all installation material	No	1		
13	GI Pipe 1" with fixing materials for FAT	Mtr	228		
14	GI Pipe 2" with fixing materials	Mtr	10		
15	Warning Tape with NTC monogram	Mtr	8321		
16	Joint Indicator NTC monogram & Green Painted	No	24		
17	Route Indicator NTC monogram & Green Painted	No	898		
Sub Total (A) PKR					
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					Annex-A-II((ii)
Services (to be Provided by Contractor)					
Sr	**Description of Work**	**Unit**	**Qty**	**Rate with 16 % PST**	**Total Amount Rs.**
1	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the pipe, laying of warning tape, back filling & proper disposal of surplus dressing and Compaction in **"KACCHA"** without Right of Way Charges.	Mtr	8020		
2	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the pipe, laying of warning tape, back filling, re-instatement & proper disposal of surplus dressing and Compaction in **"PACCA"** without Right of Way Charges.	Mtr	213		
3	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the pipe, laying of warning tape, back filling & proper disposal of surplus dressing and Compaction in **"Soling"** without Right of Way Charges.	Mtr	88		
4	Boring of Road for 120 cm depth without Right of Way Charges.	Mtr	660		
5	Attachment of GIP Pipe along with building /walls/ canal	Mtr	238		
6	Pulling of cable in HDPE Pipe	Mtr	12468		
7	Splicing of Optical Fiber Cable in FDH /FAT/Joint enclosure.	No	1112		
8	Fixing and Fitting of FAT with wall /Pole etc.	No	114		
9	Construction of FDH Cabinet Base as per Standard	No	4		
10	Construction of Hand Hole (90cm x90cm x120cm) RCC Type with opening Cover	No	18		
11	Digging and excavation of pit (100cm x 40cm) on cable route for pulling of cable and repairing of new duct with U back PVC pipe along with 03x bricks and cementd plaster	No	45		
12	Installation and fixing of Splitter in FDH	No	36		
13	Installation and fixing of ODF	No	2		
	Installation of 19" Floor standing Rack for ODF	No	1		
14	Loading, unloading and transportation of Cable/store from NTC Store/ Warehouse to the working sites (KCP Hostels+KCP Colony)	Km	260		
Sub Total (B) PKR					
Grand Total (A+B) PKR					
Note:	**5200 Mtr common OFC in HDPE pipe**				
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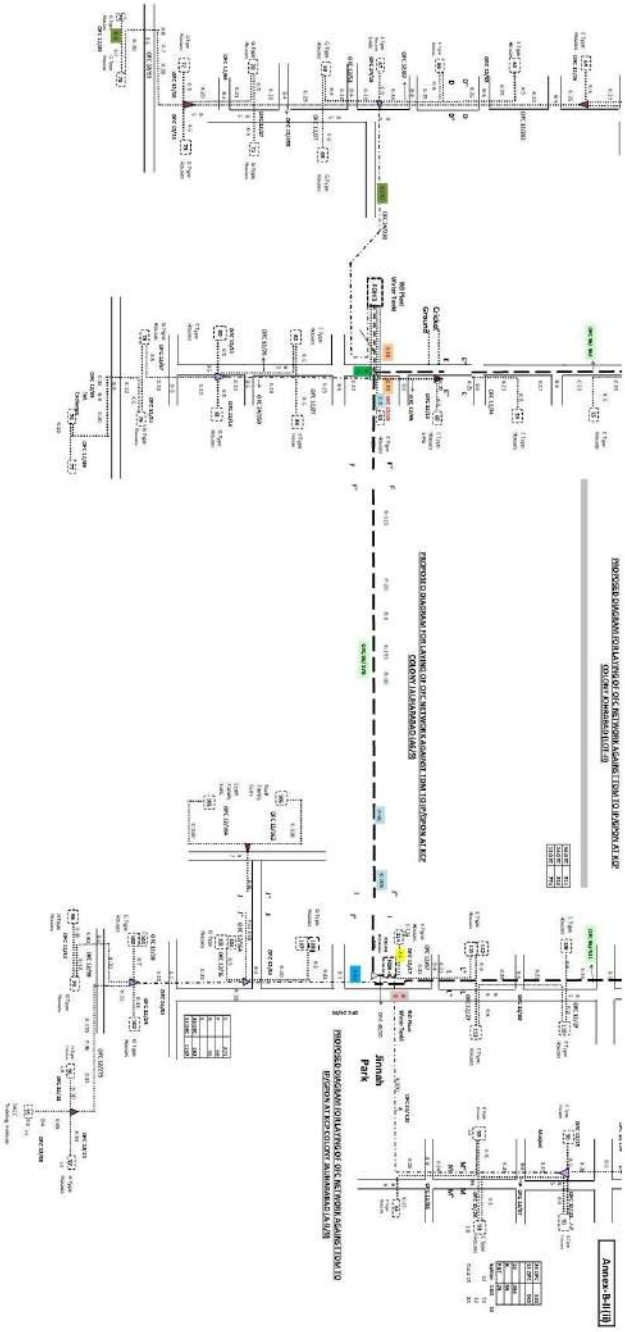

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Annex-A-II(iii)

BOQ,s for laying of OFC network against TDM to IP/GPON at KCP Hostels KCP Johrabad (LOT-II)					
Stores (to be Provided by NTC)					
Sr.#	Description of Work	Unit	Qty	Rate	Total Amount PKRs.
1	Optical Fiber Cable 48 Fibers (duct burried, Single mode G.652)	Mtr	475	To be Provided by NTC	
2	Optical Fiber Cable 24 Fibers (duct burried, Single mode G.652)	Mtr	404		
3	Optical Fiber Cable 12 Fibers (duct burried, Single mode G.652)	Mtr	8023		
4	Drop Cable of 2x Fiber (Single mode)	Mtr	35000		
5	Joint Enclosure 24 Fiber complete with all respect	No	1		
6	Joint Enclosure 12 Fiber complete with all respect	No	3		
Stores (to be Provided by Contractor)					
Sr	Description of Work	Unit	Qty	Rate with 18 % GST	Total Amount Rs.
1	FDH Cabinet ODF Cable Tray alongwith 48 Fiber Ports Pre Loaded along with SC/APC adopter Pigtails Splice Tray complete etc.	No	2		
2	FDH Cabinet ODF Cable Tray alongwith 84 Fiber Ports Pre Loaded along with SC/APC adopter Pigtails Splice Tray complete etc.	No	1		
3	FDH Cabinet ODF Cable Tray alongwith 120 Fiber Ports Pre Loaded along with SC/APC adopter Pigtails Splice Tray complete etc.	No	1		
4	FDH Spliter 2:4 with Pre Loaded SC/APC Adopter loaded in Tray etc.	No	18		
5	FAT 8 ports pre loaded along with SC/APC Adopter (single mode) Pigtail Splice tray & loss with in 10 dbm etc.	No	56		
6	Pigtail 1m SC/APC Adopter (Single mod) for Drop fiber to FAT/Patch Panel	No	350		
7	Patch Cord SC/APC (Single mode) 3 meter for FDH	No	108		
8	Patch Cord SC/APC (Single mode) 10 meter for OLT	No	36		
9	Patch Panel 2 Port Fiber SC/APC Adopter (Single mode) pre loaded for ONT	No	350		
10	HDPE Pipe 2"dia 3mm thickness	Mtr	6149		
11	PVC Channel patti 1"/Flexible Pipe 1" dia.	Mtr	20		
12	ODF 48 Fiber wall mounted pre loaded alongwith SC/ APC adopter Pigtail Splice Tray complete etc	No	1		
13	ODF 12 Fiber wall mounted pre loaded alongwith SC/ APC adopter Pigtail Splice Tray complete etc	No	1		
14	GI Pipe 1" with fixing materials for FAT	Mtr	112		
15	GI Pipe 2" with fixing materials	Mtr	10		
16	Warning Tape with NTC monogram	Mtr	5896		
17	Joint Indicator NTC monogram & Green Painted	No	4		
18	Route Indicator NTC monogram & Green Painted	No	59		
Sub Total (A) PKR					
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					Annex-A-II(iv)
Services (to be Provided by Contractor)					
Sr	Description of Work	Unit	Qty	Rate with 16 % PST	Total Amount Rs.
1	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the pipe, laying of warning tape, back filling & proper disposal of surplus dressing and Compaction in "KACCHA" without Right of Way Charges.	Mtr	5802		
2	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the pipe, laying of warning tape, back filling, re-instatement & proper disposal of surplus dressing and Compaction in "PACCA" without Right of Way Charges.	Mtr	16		
3	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the pipe, laying of warning tape, back filling & proper disposal of surplus dressing and Compaction in "Soling" without Right of Way Charges.	Mtr	78		
4	Boring of Road for 120 cm depth without Right of Way Charges.	Mtr	253		
5	Roading and cleaning of existing HDPE/PVC Pipe alongwith handholes {including with ROW charges (if any) for excavation of pits for cleaining of choked/damaged existing duct}.	Mtr	15		
6	Attachment of GIP Pipe along with building /walls/ canal	Mtr	122		
7	Pulling of cable in HDPE Pipe	Mtr	8902		
8	Splicing of Optical Fiber Cable in FDH /FAT/Joint enclosure.	No	428		
9	Fixing and Fitting of FAT with wall /Pole etc.	No	56		
10	Construction of FDH Cabinet Base as per Standard	No	3		
11	Construction of Hand Hole (90cm x90cm x120cm) RCC Type with opening Cover	No	15		
12	Digging and excavation of pit (100cm x 40cm) on cable route for pulling of cable and repairing of new duct with U back PVC pipe along with 03x bricks and cementd plaster	No	30		
13	Installation and fixing of Splitter in FDH	No	18		
14	Installation and fixing of ODF	No	3		
Sub Total (B) PKR					-
Total (A+B) PKR					
Note:	1515 Mtr common OFC in HDPE pipe				

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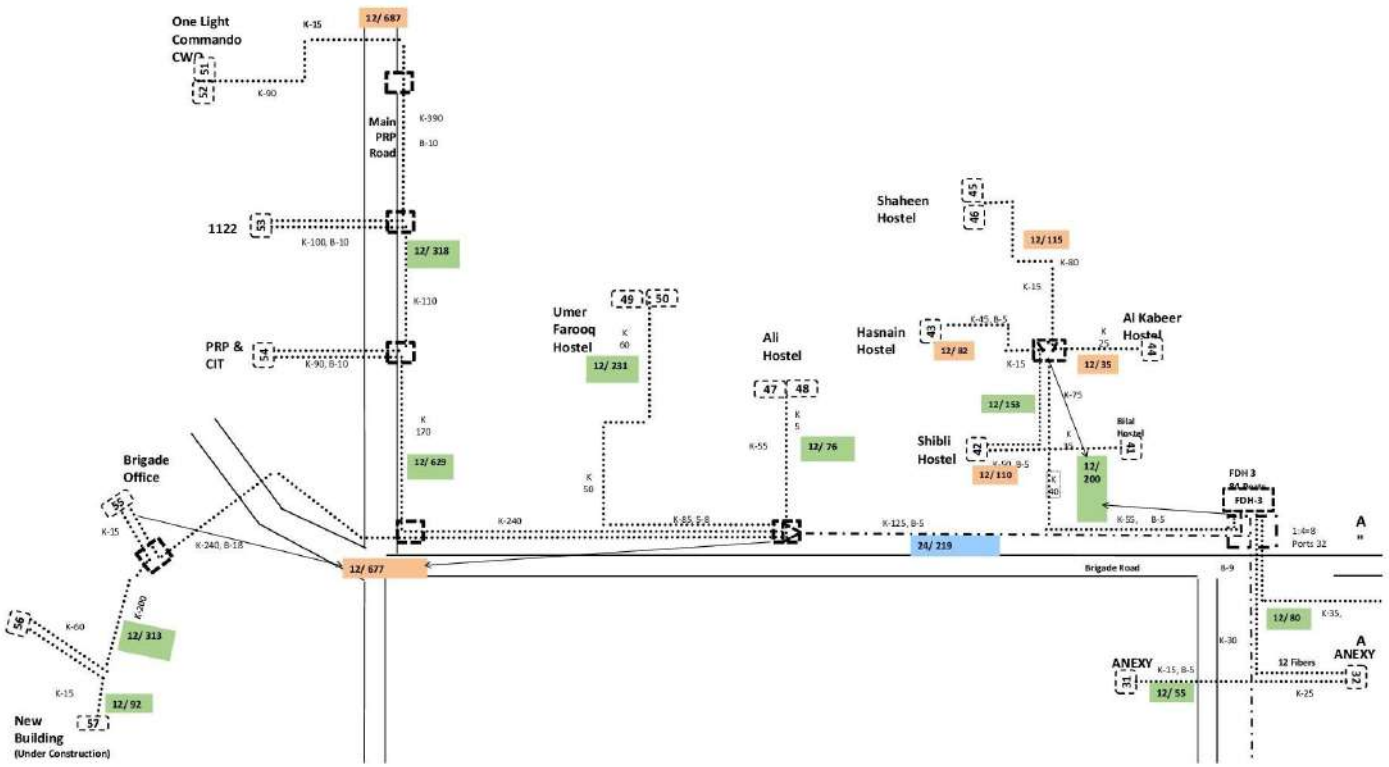
Annex-B-II(i)

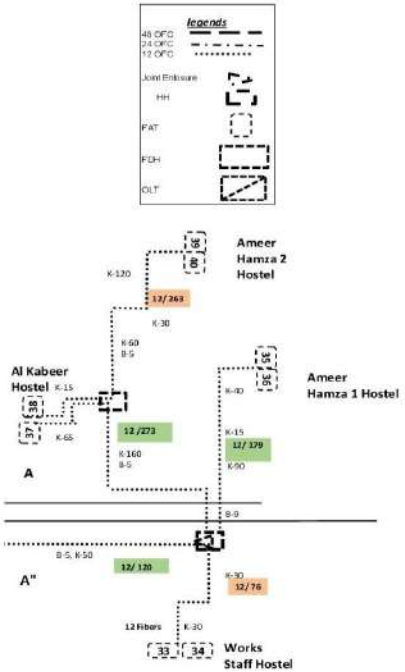
PROPOSED DIAGRAM FOR LAYING OF OFC NETWORK AGAINST TDM TO IP/GPON AT KCP HOSTELS JOHRABAD (LOT-II



e-Tender Notice # Dir(Dev)-C/ADV-04/2025-26/

Annex-B-II(ii)

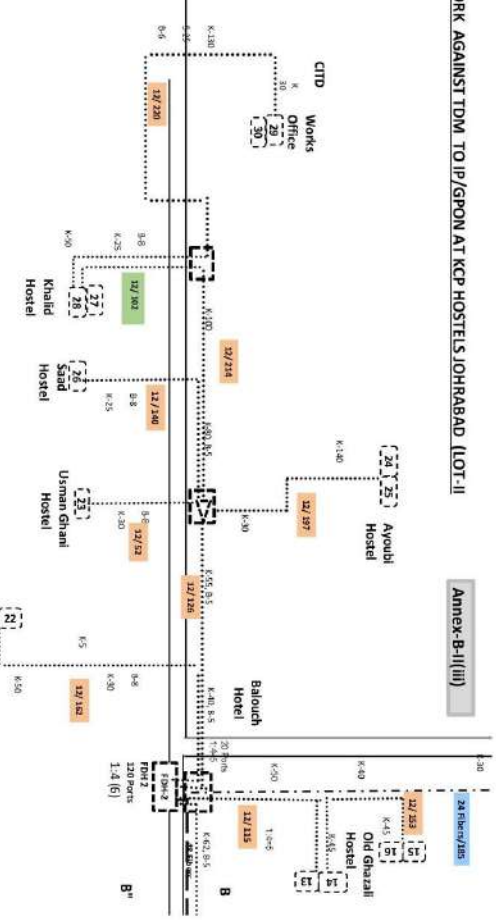
PROPOSED DIAGRAM FOR LAYING OF OFC NETWORK AGAINST TDM TO IP/GPON AT KCP HOSTELS JOHRABAD (LOT-II



e-Tender Notice # Dir(Dev)-C/ADV-04/2025-26/

PROPOSED DIAGRAM FOR LAYING OF OFC NETWORK AGAINST TDM TO IP/GPON AT KCP HOSTELS JOHRABAD (LOT-II

Annex-B-II(iii)



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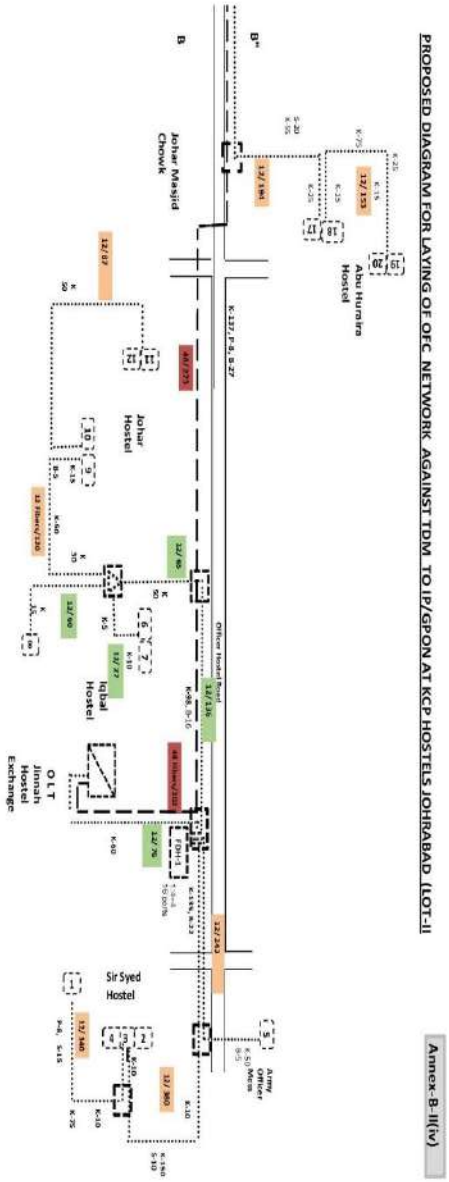

PROPOSED DIAGRAM FOR LAYING OF OFC NETWORK AGAINST TDM TO IP/GPON AT KCP HOSTELS JOHRABAD (LOT-II
Annex-B-II(iv)
Johar Masjid Chowk
Abu Hurairs Hostel
Johar Hostel
Iqbal Hostel
OLT Jinnah Hostel Exchange
Sir Syed Hostel
Army Officer Mess

Annex -A-II(v)

Cost Summary for Laying of OFC Network at KCP Colony Johrabad and KCP Hostels Johrabad (LOT-II)				
S/No.	Description of Work	Cost of Contractors Store	Cost of Contractors Services	Total Amount (PKR)
1	Laying of GPON OFC Network at KCP Colony Johrabad (LOT-II).			
2	Laying of GPON OFC Network at KCP Hostels Johrabad (LOT-II).			
	Grand Total (PKR)			

ANNEX-A-III: BILL OF QUANTITY (BOQ) & B-III DRAWINGS (LOT-III)

Annexure A-III(i)

BOQ for laying of 96 Fiber GPON OFC Network from NTC Model Town Exchange to NTC Satellite Town alongwith FDH-1 (Circuit House) to FDH-2 (Commissioner Office) at Bahawalpur (LOT-III)

Store (to be provided by NTC)

Sr	Description of work	Unit	Qty	Rate	Total Amount PKRs.
1	Optical Fiber Cable 96 Fibers (duct burried, Single mode G.652)	Mtr	9768	To be Provided by NTC	
2	Optical Fiber Cable 12 Fibers (duct burried, Single mode G.652)	Mtr	771		
3	Joint Enclosure 96 Fiber complete in all respect	No	3		

Store (to be provided by contractor)

Sr.#	Description of work	Unit	Qty	Rate with 18% GST	Total Amount PKRs.
1	19" Rack floor Standing for ODF Rack mount along with all installation material	No	2		
2	Rack mount ODF of 96 Fiber Pre Loaded along with SC/APC adopter Pigtails Splice Tray complete etc	No	2		
3	HDPE Pipe 2"dia 3mm thick	Mtr	9558		
4	Flexible Pipe 1" dia	Mtr	20		
5	PVC Channel Patti White 2" Adamjee or equilvant with fixing Material	Mtr	20		
6	Warning Tape with NTC monograme	Mtr	9010		
7	Patch Cord SC/APC (Single mode) 10 meter for OLT	No	58		
8	Joint Indicator NTC monogram & Green Painted	No	2		
9	Route Indicator NTC monogram & Green Painted	No	95		
	Total (A)				

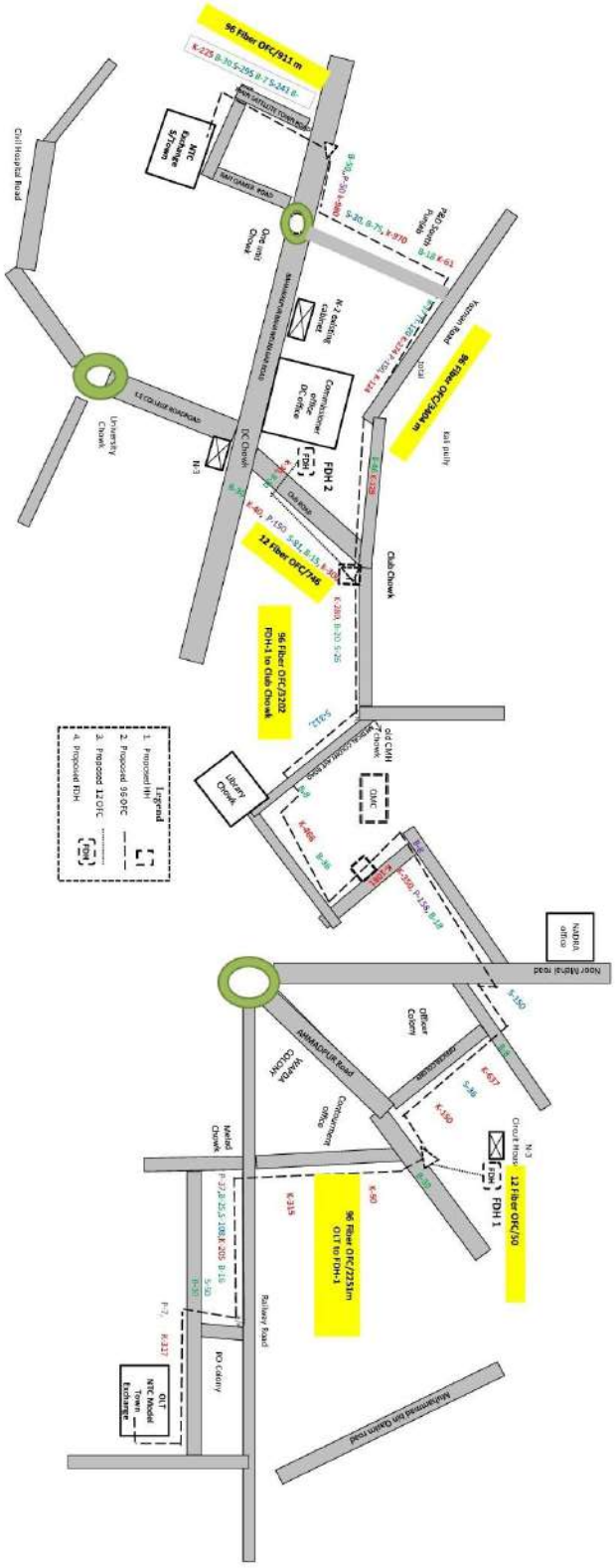
Services (to be provided by contractor)

Sr.#	Description of work	Unit	Qty	Rate with 16% PST	Total Amount PKR.
1	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the Pipe, Laying of Warning tape, back filling & proper disposal of surplus dressing and Compaction in "KACCHA" with Right of Way Charges.	Mtr	6984		
2	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the Pipe, Laying of Warning tape, back filling, re-instatement & proper disposal of surplus dressing and Compaction in "PACCA" with Right of Way Charges.	Mtr	577		
3	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the Pipe, Laying of Warning tape, back filling, re-instatement & proper disposal of surplus dressing and Compaction in "SOILING/TUFF TILE" with Right of Way Charges.	Mtr	1449		
4	Boring of Road/Ramp (depth of 120 cm) with Right of way	Mtr	548		
5	Roding & Cleaning of existing HDPE/ PVC pipe alongwith handhole{ including with Row Charges (if any) for excavation of pits for cleaning the choked/ damaged existing ducts}	Mtr	50		
6	Pulling of Cable in HDPE Pipe	Mtr	10539		
7	Splicing of Optical Fiber Cable in FDH /ODF & in Joint enclouser.	No	504		
8	Installation of rack floor standing for ODF	No	2		
9	Installation of ODF	No.	2		
10	Break Through	No	1		
11	Construction of Hand Hole (90cm x90cm x120cm) RCC Type with opening Cover	No	19		
12	Loading ,unloading and transpotation of NTC store from NTC warehouse to 03 x sites.	Km	420		
	Sub Total (B) PKRs.				
	Total (A+B) PKRs.				

NATIONAL TELECOM CORPORATION
Tender Documents NTC (Dev)

Annexure B-III(i)

Diagram for Laying of 96 Fiber GPON OFC Network from NTC Model Town Exchange to NTC Satellite Town Exchange alongwith FDH-1 (Circuit House) & FDH-2 (Commissioner Office) at Bahawalpur (LOT-III)



NATIONAL TELECOM CORPORATION
Tender Documents
NTC (Dev)

Annex-AIII(ii)

BOQ for Laying of GPON OFC Network for FDH -1 (Circuit House) at NTC Exchange Model Town Bahawalpur (LOT-III)

Store (to be provided by NTC)

Sr.#	Description of Work	Unit	Qty	Rate	Total Amount PKRs.
1	Optical Fiber Cable 96 Fibers (duct burried, Single mode G.652)	Mtr	225	To be Provided by NTC	
2	Optical Fiber Cable 48 Fibers (duct burried, Single mode G.652)	Mtr	1000		
3	Optical Fiber Cable 24 Fibers (duct burried, Single mode G.652)	Mtr	600		
4	Optical Fiber Cable 12 Fibers (duct burried, Single mode G.652)	Mtr	4229		
5	Drop Cable of 2x Fiber (Single mode)	Mtr	14000		
6	Joint Enclosure 96 Fiber Complete with all respect	No	1		
7	Joint Enclosure 48 Fiber Complete with all respect	No	2		
8	Joint Enclosure 24 Fiber Complete with all respect	No	2		
9	Joint Enclosure 12 Fiber Complete with all respect	No	3		

Store (to be provided by contractor)

Sr. #	Description of Work	Unit	Qty	Rate with 18% GST	Total Amount PKRs.
1	FDH Cabinet standard of 156 Fibers Ports with OFDF Cable Tray Pre Loaded along with SC/APC adopter Pigtails Splice Tray complete etc.	No	1		
2	FAT (2:8) pre loaded along with SC/APC Adopter (single mod) Pigtail Splice tray & loss with in 10 dbm etc.	No	26		
3	FDH Spliter 2:4 with Pre Loaded SC/APC Adopter (single mod) loaded in Tray etc.	No	9		
4	Pigtail 1m SC/APC Adopter (single mode) for Drop fiber to FAT	No	140		
5	Patch Cord SC/APC (Single mode) 3 meter for FDH	No	54		
6	Patch Panel 2 Port Fiber SC/APC Adopter (single mode) pre loaded for ONT	No	140		
7	Patch Cord SC/APC (Single mode) 5 meter for ONT	No	140		
8	HDPE Pipe2"dia thick 3mm	Mtr	5378		
9	PVC channel patti 1"/Flexible Pipe 1" dia.	Mtr	100		
10	GI Pipe 1" with fixing materials for FAT	Mtr	52		
11	Warning Tape with NTC monograme	Mtr	5008		
12	Joint Indicator NTC monograme & Green Painted	No	8		
13	Route Indicator NTC monogram & Green Painted	No	53		
	Sub Total (A)				

NATIONAL TELECOM CORPORATION
Tender Documents
NTC (Dev)

					Annex-AIII(iii)
Services (to be provided by contractor)					
Sr.#	Description of Work.	Unit	Qty	Rate with 16% PST	Total Amount
1	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the Pipe, Laying of Warning tape, back filling & proper disposal of surplus dressing and Compaction in "KACCHA" with Right of Way Charges.	Mtr	2568		
2	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the Pipe, Laying of Warning tape, back filling, re-instatement & proper disposal of surplus dressing and Compaction in "PACCA" with Right of Way Charges.	Mtr	1058		
3	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the Pipe, Laying of Warning tape, back filling, re-instatement & proper disposal of surplus dressing and Compaction in "SOILING/TUFF TILE" with Right of Way Charges.	Mtr	1382		
4	Boring of Road/Ramp (depth of 120 cm) with Right of way	Mtr	370		
5	Construction of FDH Cabinet Base as per NTC Standard	No	1		
6	Pulling of Cable in HDPE Pipe	Mtr	6054		
7	Splicing of Optical Fiber Cable in FDH /FAT/ONT/ODF & in Joint enclouser.	No	954		
8	Attachment of GI pipe	Mtr	52		
9	Fixing and Fitting of FAT along with wall /Pole etc.	No	26		
10	Construction of Hand Hole (90cm x90cm x120cm) RCC Type with opening Cover	No	25		
Sub Total (B) PKRs.					
Total (A+B) PKRs.					

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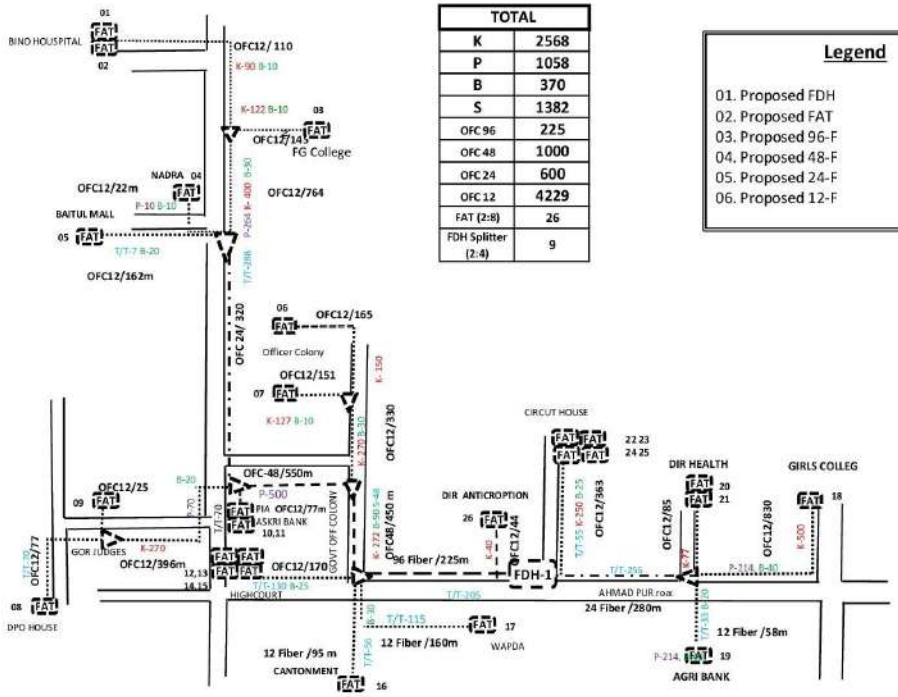
Tender Documents
NTC (Dev)

Annexure B-III(ii)

Diagram regarding laying of GPON OFC Network for FDH-1 (Circuit House) at NTC Exchange Model Town Bahawalpur. (LOT-III)



TOTAL	
K	2568
P	1058
B	370
S	1382
OFC 96	225
OFC 48	1000
OFC 24	600
OFC 12	4229
FAT (2:8)	26
FDH Splitter (2:4)	9

Legend

01. Proposed FDH
02. Proposed FAT
03. Proposed 96-F
04. Proposed 48-F
05. Proposed 24-F
06. Proposed 12-F

Annex-AIII(iv)

BOQ for Laying of GPON OFC network for FDH-2 (Commissioner Office) at NTC Exchange Model Town Bahawalpur (LOT-III)

Store (to be provided by NTC)

Sr	Description of Work	Unit	Qty	Rate	Total Amount (Rs.)
1	Optical Fiber Cable 96 Fibers (duct burried, Single mode G.652)	Mtr	772	To be Provided by NTC	
2	Optical Fiber Cable 48 Fibers (duct burried, Single mode G.652)	Mtr	485		
3	Optical Fiber Cable 24 Fibers (duct burried, Single mode G.652)	Mtr	1589		
4	Optical Fiber Cable 12 Fibers (duct burried, Single mode G.652)	Mtr	7074		
5	Drop Cable of 02 x Fiber (Single mode)	Mtr	29700		
6	Joint Enclosure 96 Fiber Complete With all respect	No	3		
7	Joint Enclosure 48 Fiber Complete With all respect	No	3		
8	Joint Enclosure 24 Fiber Complete With all respect	No	8		
9	Joint Enclosure 12 Fiber Complete With all respect	No	4		

Store (to be provided by contractor)

Sr	Description of Work	Unit	Qty	Rate	Total Amount (Rs.)
1	FDH Cabinet standard of 228 Fibers Ports with OFDF Cable Tray Pre Loaded along with SC/APC adopter Pigtails Splice Tray complete etc.	No	1		
2	FDH Spliter 2:4 with Pre Loaded SC/APC Adopter loaded in Tray etc.	No	20		
3	FAT (2:8) pre loaded along with SC/APC Adopter (Single mode) Pigtail Splice tray & loss with in 10 dbm etc.	No	70		
3	Pigtail 1m SC/APC Adopter (Single mode) for Drop fiber to FAT	No	297		
4	Patch Cord SC/APC (Single mode) 3 meter for FDH	No	120		
5	Patch Panel of 2 Port Fiber SC/APC Adopter (Single mode) pre loaded along with Pigtail for ONT	No	297		
6	Patch Cord SC/APC (Single mode) 5 meter for ONT	No	297		
4	HDPE Pipe2"dia 3mm thick	Mtr	6306		
5	PVC /channel patti 1"/Flexible Pipe 1" dia.	Mtr	100		
6	GI Pipe 1" with fixing materials for FAT	Mtr	140		
7	Warning Tape with NTC monogram	Mtr	5828		
8	Joint Indicator NTC monograme & Green Painted	No	18		
9	Route Indicator NTC monograme & Green Painted	No	73		
	Sub Total (A)				

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Annex-AIII(v)

Services (to be provided by contractor)					
Sr	Description of Work	Unit	Qty	Rate	Total Amount Rs.
1	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the Pipe, Laying of Warning tape, back filling & proper disposal of surplus dressing and Compaction in "KACCHA" with Right of Way Charges.	Mtr	3484		
2	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the Pipe, Laying of Warning tape, back filling, re-instatement & proper disposal of surplus dressing and Compaction in "PACCA" with Right of Way Charges.	Mtr	561		
3	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the Pipe, Laying of Warning tape, back filling, re-instatement & proper disposal of surplus dressing and Compaction in "SOILING/TUFF TILE" with Right of Way Charges.	Mtr	1783		
4	Boring of Road/Ramp (depth of 120 cm) with Right of way	Mtr	478		
5	Construction of FDH Cabinet Base as per Standard	No	1		
6	Pulling of Cable in HDPE Pipe	Mtr	9920		
7	Splicing of Optical Fiber Cable in FDH / FAT/ Joint enclosure.	No	2160		
8	Fixing and Fitting of FAT with wall /Pole etc.	No	70		
9	Attachment of GI pipe	Mtr	140		
10	Construction of Hand Hole (90cm x 90cm x 120cm) RCC Type with opening Cover	No	16		
	Total (B) PKRs.				
	Sub Total (A+B) PKRs.				

Note: Common trench with primary OFC is 1673 Mtr

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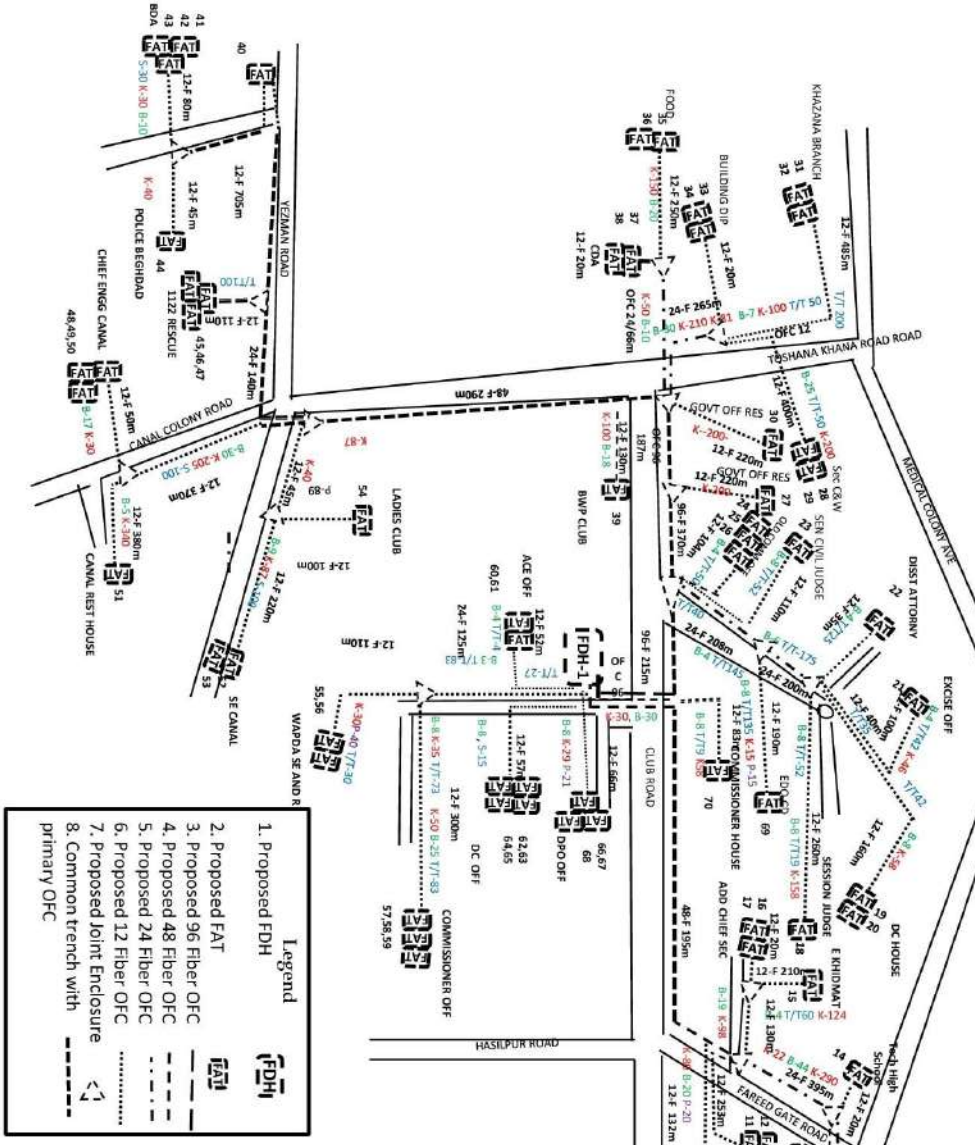
Annexure B-II(iii)

Diagram regarding laying of GPON OFC Network from FDH-2 (Commissioner/DC office) at NTC Exchange Model Town Bahawalpur. (LOT-III



NATIONAL TELECOM CORPORATION
Tender Documents
NTC (Dev)

Annex A-III(vi)

COST SUMMARY REGARDING LAYING OF GPON OFC NETWORK AT NTC BAHAWALPUR (LOT-III)				
Sr.#	Description	Cost of Contractor Store	Cost of Contractor Services	Total Amount PKRs.
1	Laying of 96 Fiber GPON OFC Network from NTC Model Town Exchange to NTC Satellite Town alongwith FDH-1 (Circuit House) to FDH-2 (Commissioner Office)			
2	Laying of GPON OFC network for FDH -1 (Circuit House)			
3	Laying of GPON OFC network for FDH-2 (Commissioner Office)			
Grand Total PKRs.				

NATIONAL TELECOM CORPORATION
Tender Documents
NTC (Dev)

ANNEX-A-IV: BILL OF QUANTITY (BOQ) & B-IV DRAWINGS (LOT-IV)

Annex-A-IV(i)

BOQ for Laying of 96 Fiber OFC Network from NTC DWDM Muridkay to MC Ferozwala, Institute of Soil Chemistry & Envoirmental Science , SUPARCO, UHS and GCU at Kala Shah Kaku Lahore. (LOT-IV)

Stores (to be Provided by NTC)

Sr.#	Description of Work	Unit	Qty	Rate	Total Amount (PKR)
1	Optical Fiber Cable 96 Fibers (duct burried, Single mode G.652)	Mtr	11611	To be Provided by NTC	
2	Optical Fiber Cable 48 Fibers (duct burried, Single mode G.652)	Mtr	2356		
3	Optical Fiber Cable 12 Fibers (duct burried, Single mode G.652)	Mtr	2137		
4	Drop Cable of 2x Fiber (Single mode)	Mtr	4700		
5	Joint Enclosure 96 Fiber complete with all respect	No	5		
6	Joint Enclosure 48 Fiber complete with all respect	No	1		

Store (to be Provided by Contractor)

Sr.#	Description of Work	Unit	Qty	Rate with 18% GST	Total Amount (PKR)
1	FDH Cabinet ODF Cable Tray alongwith 156 Fiber Ports Pre Loaded along with SC/APC adopter Pigtails Splice Tray complete etc.	No	1		
2	FDH Cabinet ODF Cable Tray alongwith 60 Fiber Ports Pre Loaded along with SC/APC adopter Pigtails Splice Tray complete etc.	No	1		
3	FDH Spliter 2:4 with Pre Loaded SC/APC Adopter loaded in Tray etc.	No	5		
4	FAT 8 ports pre loaded along with SC/APC Adopter (single mode) Pigtail Splice tray & loss with in 10 dbm etc.	No	12		
5	Pigtail 1m SC/APC Adopter (Single mod) for Drop fiber to FAT/Patch Panel	No	47		
6	Patch Cord SC/APC (Single mode) 3 meter for FDH	No	30		
7	Patch Cord SC/APC (Single mode) 10 meter for OLT	No	10		
8	Patch Panel 2 Port Fiber SC/APC Adopter (Single mode) pre loaded for ONT	No	47		
9	HDPE Pipe 2"dia 3mm thickness	Mtr	13806		
10	PVC Channel patti 1"/Flexible Pipe 1" dia.	Mtr	100		
11	ODF 96 Fiber Rack mounted pre loaded alongwith SC/ APC adopter Pigtail Splice Tray complete etc	No	2		
12	19" rack floor standing for ODF alongwith all installation material	No	1		
13	GI Pipe 1" with fixing materials for FAT	Mtr	39		
15	GI Pipe 2" with fixing materials	Mtr	245		
16	Warning Tape with NTC monogram	Mtr	12262		
17	Joint Indicator with NTC Monogram & Green Painted	No	6		
18	Joint Indicator with NTC Monogram & Green Painted	Mo	122		
	Sub Total (A) PKR				

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BOQ for Laying of 96 Fiber OFC Network from NTC DWDM Muridkay to MC Ferozwala, Institute of Soil Chemistry & Envoirmental Science , SUPARCO, UHS and GCU at Kala Shah Kaku Lahore. (LOT-IV)

Annex-A-IV(ii)

Services (to be Provided by Contractor)

Sr.#	Description of Work	Unit	Qty	Rate with 16% PST	Total Amount (PKR)
1	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the pipe, laying of warning tape, back filling & proper disposal of surplus dressing and Compaction in "KACCHA" without Right of Way, with Re-Instatement Charges.	Mtr	2870		
2	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the pipe, laying of warning tape, back filling, re-instatement & proper disposal of surplus dressing and Compaction in "PACCA" without Right of Way, with Re-Instatement Charges.	Mtr	70		
3	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the pipe, laying of warning tape, back filling & proper disposal of surplus dressing and Compaction in "Soling" without Right of Way, with Re-Instatement Charges.	Mtr	140		
4	Boring of Road for 120 cm depth without Right of Way, with Re-Instatement Charges.	Mtr	105		
5	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the pipe, laying of warning tape, back filling & proper disposal of surplus dressing and Compaction in "KACCHA" without Right of Way Charges.	Mtr	7662		
6	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the pipe, laying of warning tape, back filling, re-instatement & proper disposal of surplus dressing and Compaction in "PACCA" without Right of Way Charges.	Mtr	790		
7	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the pipe, laying of warning tape, back filling & proper disposal of surplus dressing and Compaction in "Soling" without Right of Way Charges.	Mtr	730		
8	Boring of Road for 120 cm depth without Right of Way Charges.	Mtr	1439		
9	Thrust Boring (5 feet beneath road), laying of cable/laying of HDPE Pipe & pulling of cable as required at site including Right of Way (ROW)/NOC charges	Mtr	50		
10	ROW Processing fee demanded by concerned agency (if applicable)	Mtr	7634		
11	Attachment of GIP Pipe along with building /walls/ canal	Mtr	284		
12	Fixing and fitting of channal Patti 1" and Flexible Pipe 1"dia	Mtr	100		
13	Pulling of cable in HDPE Pipe	Mtr	16104		
14	Splicing of Optical Fiber Cable in FDH /FAT/Joint enclosure.	No	949		
15	Fixing and Fitting of FAT with wall /Pole etc.	No	12		
16	Construction of FDH Cabinet Base as per Standard	No	2		
17	Construction of Hand Hole (90cm x80cm x120cm) RCC Type with opening Cover	No	28		
18	Installation and fixing of Splitter in FDH	No	5		
19	Installation and fixing of ODF	No	2		
20	Break Through	No	1		
21	Loading, unloading and transportation of Cable/store from NTC Store/ Warehouse to the working site	Job	1		
	Sub Total (B) PKR				
	Total (A+B) PKR				

Note: 777 **Mtr trench** is common

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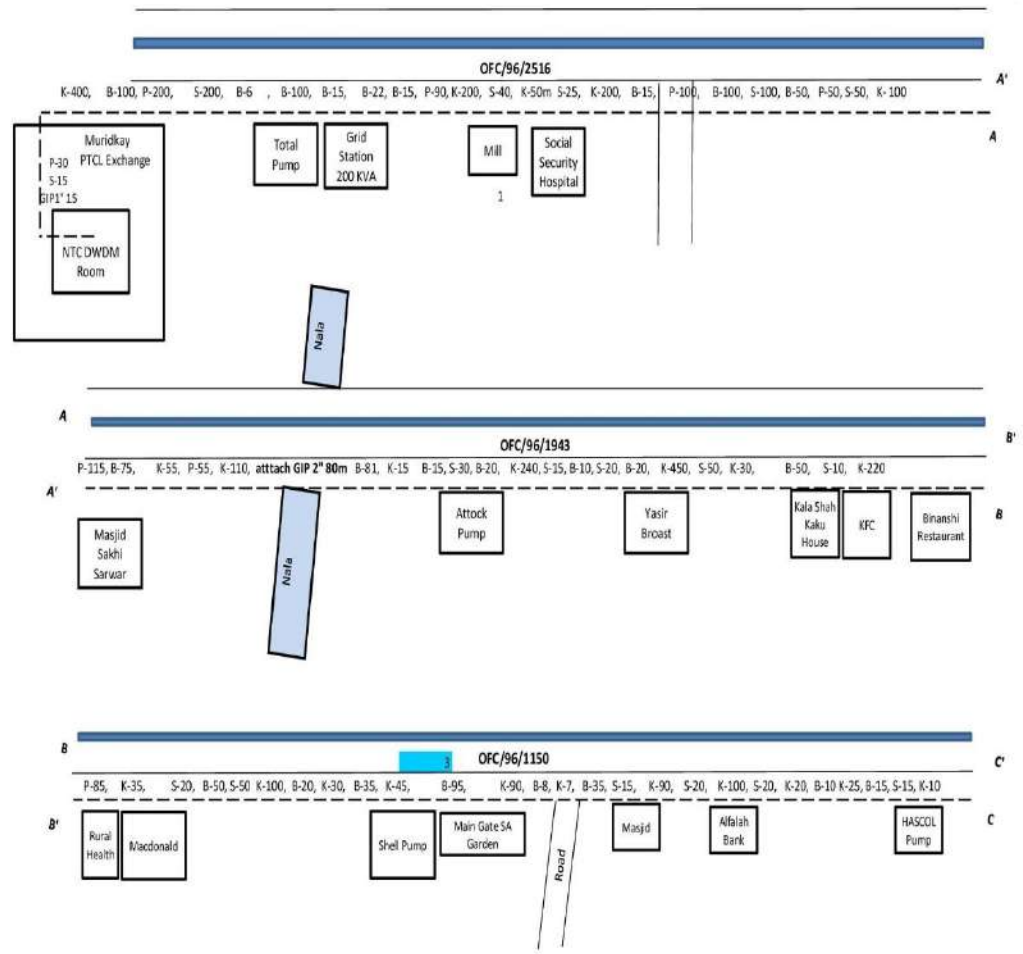
Annex-B-IV(i)

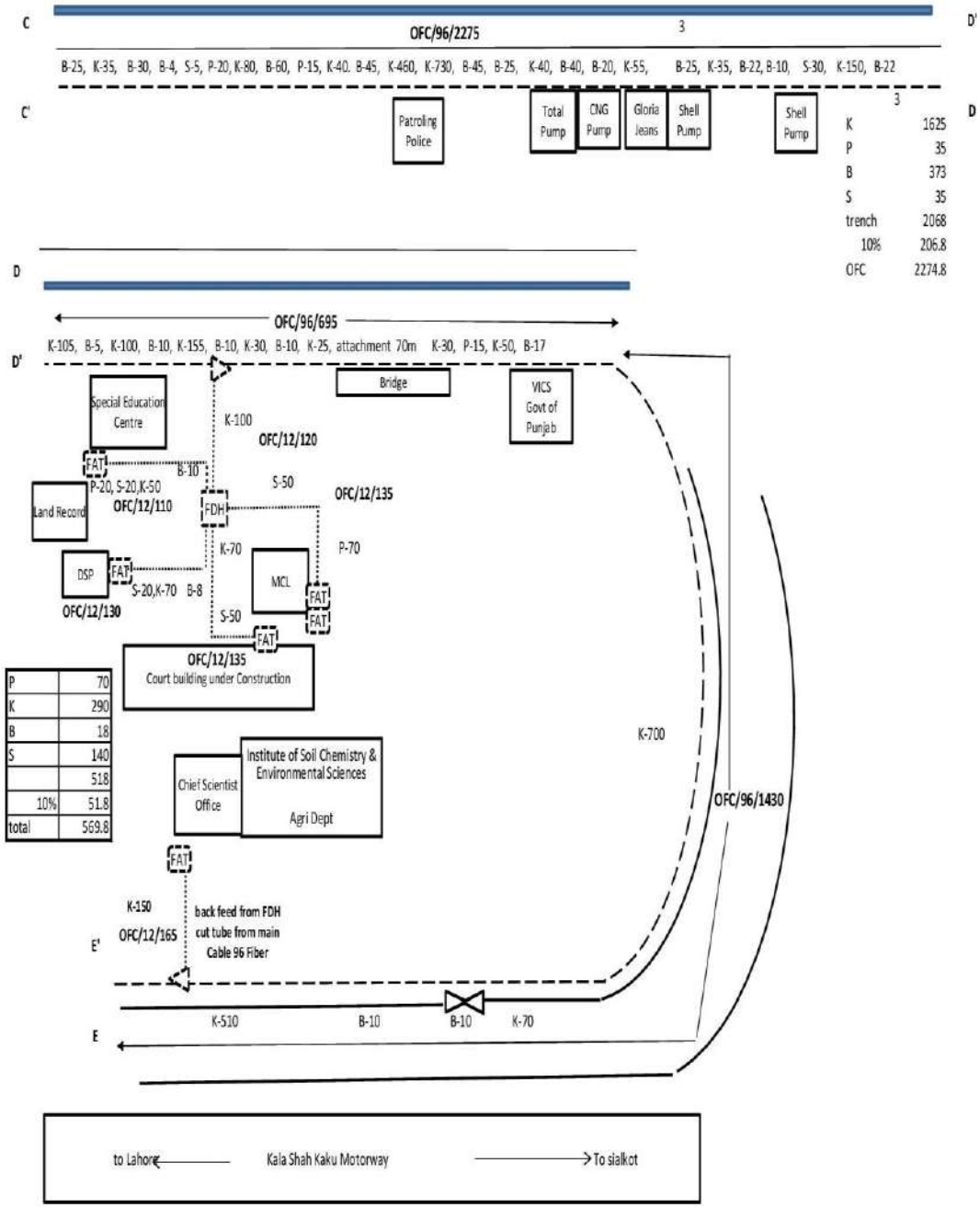
Proposed Diagram for Laying of 96 Fiber OFC Network from NTC OLA Muridkay to MC Ferozwala, Institute of Soil Chemistry & Environment Sciences, SUPARCO, UHS and GCU at Kala Shah Kaku Lahore



NATIONAL TELECOM CORPORATION
Tender Documents
NTC (Dev)

Annex-B-IV(ii)

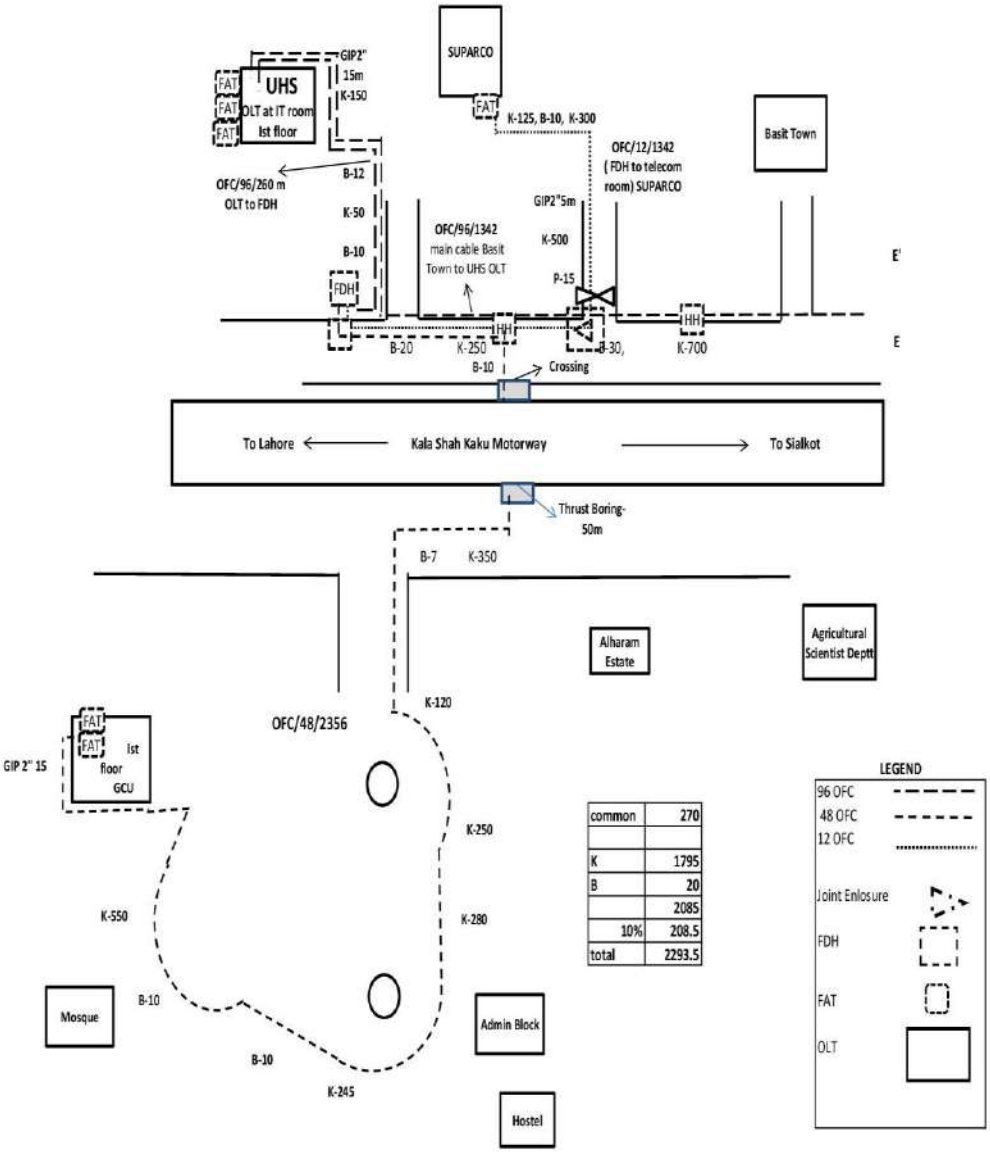
Proposed Diagram for Laying of 96 Fiber OFC Network from NTC OLA Muridkay to MC Ferozwala, Institute of Soil Chemistry & Environment Sciences, SUPARCO, UHS and GCU at Kala Shah Kaku Lahore



NATIONAL TELECOM CORPORATION
Tender Documents
NTC (Dev)

Annex-B-IV(iii)

Proposed Diagram for Laying of 96 Fiber OFC Network from NTC OLA Muridkay to MC Ferozwala, Institute of Soil Chemistry & Environment Sciences, SUPARCO, UHS and GCU at Kala Shah Kaku Lahore



NATIONAL TELECOM CORPORATION
Tender Documents
NTC (Dev)

Annex A-IV(iii)

Cost Summary Regarding Laying of 96 Fiber OFC Network from NTC DWDM Muridkay to MC Ferozwala, Institute of Soil Chemistry & Envoirmental Science , SUPARCO, UHS and GCU at Kala Shah Kaku Lahore. (LOT-IV)				
Sr.#	Description	Cost of Contractor Store	Cost of Contractor Services	Total Amount PKRs.
1	Laying of 96 Fiber OFC Network from NTC DWDM Muridkay to MC Ferozwala,Institute of Soil Chemistry & Envoirmental Science , SUPARCO, UHS and GCU at Kala Shah Kaku Lahore. (LOT-IV)			
Grand Total PKRs.				

NATIONAL TELECOM CORPORATION
Tender Documents
NTC (Dev)

Annex-C

COMMERCIAL COMPLIANCE STATEMENT

S.#	Description	Complied	Not Complied	Partially complied (give details)	Page # of bid, where compliance available
Section # 01 (Instructions to the Bidders)					
1	Scope of work				
2	Eligibility Criterion of Bidders				
3	Cost of tendering				
4	Clarifications of Tender Documents				
5	Amendment of Tender Documents				
6.	Country of Origin				
7.	Preparation of Tender/ Bid Documents				
8	Price				
9	Tender Security / Earnest Money				
10	Validity of Bids				
11	Deadline for submission of bids				
12	Modification & Withdrawal of bid				
13	Opening of Bid				
14	Clarifications/correction of bid				
15	Responsiveness of Bids				
16	Evaluation Criterion				
17	Commercial Statement				
18	Engineering Survey				
19.	Award Criteria & NTC's Right				
20.	Variation Order				
21.	LANGUAGE OF BID DOCUMENTS				
Section-II (Terms & Conditions of the Contract)					
1	Performance Security				
2	Contractor responsibilities				
3	Transportation & Packing				
4	Time for Completion				
5	Warranty / Services				
6	Liquidated damages				
7	Provisional Acceptance Testing				
8	Terms of Payment				
9	Final Acceptance Certificate				
10	Default by contractor				
11	Repeat Order				
12	Arbitration and Amicable Law				
13	Force Majeure				

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14	Termination for Insolvency				
15	Termination for Convenience				
16	Project Director/ Ultimate Consignee				
Section-III (Important Conditions of the Contract)					
1	Definitions and Interpretation				
2	Director Development Central and his representative				
3	Drawing and test documents				
4	Contract agreement				
5	Contractor obligation				
6	Site data				
7	Sufficiency of contract price				
8	Program be furnished				
9	Contractor's supervisor at site				
10	Watching, light and safety precautions				
11	Compliance with statutes, regulation & law				
12	Care of work				
13	Damage to persons or property and insurance				
14	Patent rights and royalties				
15	Supply of plant, material & labors				
16	Clearance of site on completion				
17	Labor				
18	Work material and plant				
19	Inspection and testing				
20	Removal of improper material or work				
21	Suspension of work				
22	Extension of time for completion				
23	Rate of progress				
24	Test on completion				

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25	Maintenance and defects liability period				
26	Alterations, additions and omissions				
27	Property in material and plant				
28	Certification and payment				
29	Measurement				
30	Provisional sums				
31	Remedies and powers				
32	Risk and responsibility				
33	Care of the work and risk transfer date				
34	Damage to property and injury to persons				
35	Limitation of liability				
36	Insurance				
37	Change in cost and legislation				
38	Provisional acceptance certificate (PAC)				
39	Provision of NTC store				
40	Right of Way (ROW)/NOC				
41	Security Clearance				
42	Temporary Bar/Black Listing of Firm				

NATIONAL TELECOM CORPORATION
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ANNEX-D:

BID SECURITY FORMAT

Bank Guarantee No.----------
Dated at Lahore , the ----------
Amount_____
Validity _____

To,

Director Development
Central NTC Lahore.

Dear Sir,

WHEREAS M/S _____ (hereinafter called the Tenderer) have requested us through _____ Bank Ltd., to furnish Bid Security by way of Bank Guarantee in your favour in the sum of _____ (IN FIGURE) _____ (IN WORDS) against your Tender Notice No. _____ dated _____for supply / installation of_____.

WE HEREBY AGREE AND UNDERTAKE:

i. To make unconditional payment _____ to you on demand without further question or reference to the Tenderer in case of withdrawal or modification of bid or any default or non-execution of the Contract or refusal to accept order by the Tenderer from the date of opening of bids until the expiry of the validity of their offer,

ii. To keep this guarantee in full force from (date) _____ up-to _____ (date) _____ the date until which the Tenderer's offer is valid.

iii. To extend the period of guarantee if such extension be necessary beyond the date stated in para (ii) and as so desired by the tenderer.

Any claim arising out of this guarantee must be lodged with this Bank within the period the guarantee is valid and before the date of its expiry. After this date the guarantee will be considered null and void and should be returned to us.

Yours faithfully,

Name of the Bank:_____
Authorized officer's Signature & Seal:_____

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ANNEX-E: PERFORMANCE BOND FORMAT

Bank Guarantee No. ----------
Date of Issue ----------
Valid up-to ----------
Value (Rs.) ----------

From: _____
_____

To,

DIRECTOR DEVELOPMENT CENTRAL,
NTC LAHORE.

SUBJECT: B/G AND DATE FOR _____ ON BEHALF OF _____FOR DUE AND FAITHFUL PERFORMANCE ORDER NO. _____ DATED_____.

Whereas M/s_____(hereinafter called the Supplier) have requested us to furnish a Bank Guarantee in your favour in the sum_____(IN WORDS) _____as performance security against order No.._____dated_____to be concluded between the Supplier and Office of the Director Development Central National Telecommunication Corporation, Kalma Chowk Lahore.

WE HEREBY AGREE:

1). To make an un-conditional payment of _____ to you on demand without any further question or reference to the Supplier upon failure of the Supplier to perform the Order for which you will be the sole judge.

2). To keep this guarantee valid in full force from this date up to the time of the due and faithful completion of the Order under reference (the schedule of implementation shall be as described in the Purchase order and its subsequent amendments) or till_____ whichever date is later. The faithful completion of the order by the Supplier will be intimated by the NTC.

3). To extend the period of the enforceability of this guarantee if such extension be necessary or desired by you of us. All claims there under must be submitted to the Bank of_____ on or before the expiry date mentioned in this guarantee are the date mentioned in its extensions issued from time to time, after which this guarantee will become null and void and should be returned to us. Irrespective of its return, we shall consider ourselves fully discharged from any obligation there under after the said expiry date.

Dated This Day of

Authorized Signature:_____
& Seal of bank
Witness:_____

Sworn & Sign before me
this day of…….....
by._____

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ANNEX-F: DECLARATION OF BENEFICIAL OWNER IFNORMATION

DeclarationofUltimateBeneficialOwnersInformationforPublicProcurementContracts

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport no.
4. Nationality
5. Residential address
6. Email address
7. Date on which share holding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entities or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/Limited Liability Partnership/Association of Persons/Single Member Company/ Partnership Firm/ Trust/Any other individual, body corporate (to be specified))	Date of incorporation / registration	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identity of Natural Person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8
Name and surname(In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
			Total number of shares taken(in figures and words)				

10. Any other information incidental to or relevant to Beneficial Owner(s).

Name & signature

(Person authorized to issue notice on behalf of the company)

NATIONAL TELECOM CORPORATION Tender Documents NTC (Dev)