



**NATIONAL TELECOMMUNICATION  
CORPORATION**

**DIRECTOR DEVELOPMENT CENTRAL  
NTC EXCHANGE BUILDING KALMA CHOWK  
GARDEN TOWN LAHORE**

**E-Bidding Documents**

**FOR**

**RENOVATION WORKS AND REPLACEMENT OF ROOF SLAB  
AT NTC MICROWAVE STATION JOHRABAD (LOT-I) AND  
SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF  
AC UNITS AT NTC TELEPHONE EXCHANGE PUNJAB CIVIL  
SECRETARIAT LAHORE & NTC EXCHANGE AT MICROWAVE  
STATION JOHRABAD INCLUDING ELECTRICAL WORKS AT  
NTC TELEPHONE EXCHANGE PUNJAB CIVIL SECRETARIAT  
LAHORE (LOT-II).**

Through EPADS ([www.eprocure.gov.pk](http://www.eprocure.gov.pk))

**e-Tender Notice # Dir (Dev)-C/ADV-05/2025-26/**

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**SECTION-I**  
**INSTRUCTIONS TO THE BIDDERS**

**1 INVITATION TO e-BIDS**

**Tender Notice No. Dir (Dev)-C/Adv-05/2025-26**

**National Telecommunication Corporation** official IT & Telecom Services Provider of Government of Pakistan National Telecommunication Corporation (NTC), invites electronic bids from the reputable firms, registered with Income Tax and Sales Tax, Punjab Sales Tax (PST) having relevant experience:

LOT. #	Description of Works	Last Date & Time of Bid Submission	Bid Opening Date & Time
I	Renovation Works and Replacement of Roof Slab at NTC Microwave Station Johrabad.		
II	Supply, Installation, Testing & Commissioning of AC Units at NTC Telephone Exchange Punjab Civil Secretariat Lahore & NTC Exchange at Microwave Station Johrabad including Electrical works at NTC Telephone Exchange Punjab Civil Secretariat Lahore.	<b><u>15-06-2026</u></b> <b><u>@ 10:30 Hrs</u></b>	<b><u>15-06-2026</u></b> <b><u>@ 11:00 Hrs</u></b>

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](http://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](http://www.eprocure.gov.pk) and on [www.ntc.net.pk](http://www.ntc.net.pk).

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



## 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 as per BoQs, mentioned as under on turnkey basis.

LOT #.	Description of Works	Project Manager	Project Director/ultimate Consignee
I	Renovation Works and Replacement of Roof Slab at NTC Microwave Station Johrabad.	DE (Dev-I) Central NTC Lahore	Director Development (Central) NTC Lahore
II	Supply, Installation, Testing & Commissioning of AC Units at NTC Telephone Exchange Punjab Civil Secretariat Lahore & NTC Exchange at Microwave Station Johrabad including Electrical works at NTC Telephone Exchange Punjab Civil Secretariat Lahore.		

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.

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 / ELIGIBILITY CRITERION 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	Mandatory	-	The valid registration to be attached with the bids. If applied for <b>renewal</b> and <b>renewal</b> 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	Never been black listed & never involved in litigation with NTC.	Mandatory	-	Declaration on stamp papers duly attested be attached with bid.
iv	Having established office in Pakistan	Mandatory	-	The list of offices with addresses and contact info be attached with the bids.
v	The firm must be operated by Pakistani National(s)	Mandatory	-	The detail may be provided
vi	All goods, materials and store items including the spares (if any) shall have make and origin of any country fulfilling the specifications, except <u>Israel</u> and <u>India</u> . The bidder will provide the relevant documents to confirm the make and manufacture. (if any item during course of execution may not confirm about its make than bidder shall provide an affidavit in this regard).	Mandatory	-	The Bidder will ensure the proper warranty cards and documents for LOT-II

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

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:

<b>Divisional Engineer (Dev) Central</b>	<b>Director (Development) Central</b>
<b>Tel: 042-99233366</b>	<b>Tel: 042-99233333</b>
Email: <a href="mailto:ayaz.noor@ntc.org.pk">ayaz.noor@ntc.org.pk</a>	Email: <a href="mailto:asim.mehmood@ntc.org.pk">asim.mehmood@ntc.org.pk</a>

- 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.

## **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-II (LOT-I) & Annex- B-I to B-III (LOT-II)**.
  - b. Valid Tender security.
  - c. Documentary evidence and undertakings as per qualification / eligibility criteria.
  - d. 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-II (LOT-I) & Annex- B-I to B-III (LOT-II)**.
- 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-II (LOT-I) & Annex- B-I to B-III (LOT-II)**.
- 8.5 The bidder shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.

- 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	Renovation Works and Replacement of Roof Slab at NTC Microwave Station Johrabad.	70,750
II	Supply, Installation, Testing & Commissioning of AC Units at NTC Telephone Exchange Punjab Civil Secretariat Lahore & NTC Exchange at Microwave Station Johrabad including Electrical works at NTC Telephone Exchange Punjab Civil Secretariat Lahore.	32,065

- 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



(Development) Central, NTC Kalma Chowk Garden Town Lahore on or before 10:30 Hours on June 15<sup>th</sup>, 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 2<sup>nd</sup> & 3<sup>rd</sup> 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](http://www.eprocure.gov.pk) on or before **10:30 Hours on June 15<sup>th</sup>, 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 June 15<sup>th</sup>, 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.

- 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.  
13.8 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 compliant 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-II (LOT-I) & Annex- B-I to B-III (LOT-II)**. 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.

- 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-II (LOT-I) & Annex- B-I to B-III (LOT-II)**. 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.

- 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)**

## 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.

**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
<b>I</b>	Renovation Works and Replacement of Roof Slab at NTC Microwave Station Johrabad.	<b>12 x weeks</b>
<b>II</b>	Supply, Installation, Testing & Commissioning of AC Units at NTC Telephone Exchange Punjab Civil Secretariat Lahore & NTC Exchange at Microwave Station Johrabad including Electrical works at NTC Telephone Exchange Punjab Civil Secretariat Lahore.	<b>06 x weeks</b>



**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.

<b>Lot</b>	<b>Description of Work</b>	<b>Completion Time</b>	<b>Liquidated Damages</b>
I	Renovation Works and Replacement of Roof Slab at NTC Microwave Station Johrabad.	<b>12 x weeks</b>	<b>2.5 % Per Week</b>
II	Supply, Installation, Testing & Commissioning of AC Units at NTC Telephone Exchange Punjab Civil Secretariat Lahore & NTC Exchange at Microwave Station Johrabad including Electrical works at NTC Telephone Exchange Punjab Civil Secretariat Lahore.	<b>06 x weeks</b>	<b>05 % Per Week</b>



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 **2.5% for LOT-I & 05 % for LOT-II** 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-I) "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 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:
- 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.
  - 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 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-I) "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.

### 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 far 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.

**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.

## SECTION-III

### GENERAL CONDITIONS OF CONTRACT

#### Definitions & Interpretations

1. In the contract as (hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires: -
  - (a) 'EMPLOYER' means the National Telecommunication Corporation Islamabad and includes the 'N.T.C.' representative or successors. The words 'EMPLOYER' and N.T.C. 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 'N.T.C.' and includes the contractor's personal representative, successors and permitted assigns.
  - (c) 'ENGINEER' means the Project Manager / Chief Engineer / Principal Engineer and Project Director of the National Telecommunication Corporation or other Engineer appointed from time to time by the 'N.T.C.'.
  - (d) 'SECRETARY' means the Secretary, National Telecommunication Corporation Islamabad.
  - (e) 'Representative of the Engineer' means any Executive Engineer / Senior Engineer / Assistant Engineer and any other duly authorized Agent or Agents appointed from time to time by the N.T.C. or the Engineer to perform the duties set forth in clause 2 thereof.
  - (f) 'WORKS' means the works to be executed in accordance with the Contract.
  - (g) 'CONTRACT' means the conditions of contract specifications. Drawings, priced Bill of Quantities, Schedule of Rates and prices (if any) Tender and the Contract Agreement.
  - (h) 'CONTRACT PRICE' means the sum named in Tender subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained.
  - (i) 'CONSTRUCTIONAL PLANT' means all appliances or things of whatsoever 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.
  - (j) 'TEMPORARY WORKS' means all temporary works of every kind required in or about the execution, completion or maintenance of the works.

- (k) 'DRAWINGS' means the drawings referred to in the specification and any modifications of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by Engineer.
- (l) '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 N.T.C. for the purposes of the contract.
- (m) 'APPROVED' means approved in writing including subsequent written confirmation of previous verbal approval and 'approval' means approved in writing including as aforesaid.
- (n) 'TENDER' means the offer tendered by the Contractor for the works governed by the contract.

Singular & Plural (2) Words imparting the singular only also include the plural and vice versa where the context requires.

Marginal Head (3) The marginal headings or notes in these General conditions shall not be deemed to be part thereof or construction thereof or of the contract.

#### REPRESENTATIVE OF ENGINEER

Duties & Powers of Representative of the Engineers

2. The 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 N.T.C. not to make any variation of or in the works.

The Engineer may from time to time delegate to the Representative of the Engineer in writing any of the powers and authorities vested in the Engineer and shall furnish to the Contractor a copy of all such written delegations of powers and authorities. Any written instruction or approval given by the Representative of the Engineer to the Contractor within the terms of such delegation (but not otherwise) shall bind the Contractor and the N.T.C. as though it had been given by the Engineer provided always as follows: -

- (a) Failure of the Representative of the Engineer to disapprove any work or materials shall not prejudice the power of the Engineer 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 of the Engineer, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm reverse or vary such decision.

### ASSIGNMENT AND SUB-LETTING

Assignment &  
Sub-letting

3. (1) The Contractor shall not assign or sub-let the contract or any part thereof or any benefit or interest therein or hereunder without the prior written consent of the N.T.C.
- (2) The Contractor shall not sub-let the whole or any part of the work except where otherwise provided by the contract without the written consent of the Engineer and such consent, if given, shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen as fully as if they were the act defaults or neglects of the Contractor, provided always that the provision of labour on a piece-work basis shall not be deemed to be a sub-letting under this clauses.

### EXTENT TO CONTRACT

4. The contract comprises the construction, completion and maintenance of the works and except in so far as the contract otherwise provided the provision of all labour materials construction plant Temporary works and everything whether of temporary or permanent nature required in and for such construction completion and extent of maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred from the contract.

### CONTRACT DOCUMENTS

Documents  
mutually  
explanatory

5. The several documents forming the contract are to be taken documents mutually explanatory of one another and in case of ambiguity or discrepancies, the same shall be explained and adjusted by the Engineer whose decision in this respect shall be final.

Drawings.

6. Three copies of the approval Drawings shall be furnished to the Contractor free of cost. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the contract the Contractor shall return to the Engineer all drawings provided under the contract. One copy of the Drawings furnished to the Contractor as aforesaid shall be kept by the Contractor on the site and the same shall at all reasonable times be available for inspection and use by the Engineer and the Representative of Engineer.

Further  
drawings &  
instructions

7. The Engineer shall have full power and authority to supply to 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 the

proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

- |  |     |  |
|--|-----|--|
| Contractor to provide everything necessary       | 8.  | The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom and if the Contractor finds any discrepancy in the drawing or between the drawing Schedule of quantities and specifications, he shall immediately and in writing refer the same to the Engineer who shall decide which is to be followed. |
| Contract Agreement                               | 9.  | <b>Prior to expiration of the period of tender validity prescribed by NTC, the NTC will notify the successful bidder in writing "Letter of Intent" through EPADs that their bid has been accepted. The bidder shall accept the LOI through EPADS.</b><br><br>The contract shall be signed with the successful bidder upon furnishing of acceptable performance security.   |
| Retention money /Security Deposit                | 10. | i) The Retention Money will be deducted @ 10% from each running bill. The retention money will be released after expiry of maintenance period as per clause.# 19 of instruction to tenderers   |
| Contractor's failure to furnish security deposit | ii) | In the event of the Contractor failing to execute a formal contract or to make a security deposit therefore in the manner aforesaid and in the period specified, the N.T.C. is entitled to appropriate 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.   |
| Inspection of site                               | 11. | The Contractor shall inspect and examine the site 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 obtain all necessary information as to risk contingencies and other circumstances which may influence or affect his Tender.   |
| Sufficiency of Tender                            | 12. | 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 the contract and all matters and things necessary for the proper completion and maintenance of the works.

Works to the satisfaction of Engineer

13. The Contractor shall execute complete and maintain the works in strict accordance with the Contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer instructions and directions 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 Engineer or (subject to the limitations referred in clause 2 hereof) from the Representative of Engineer.

Programme be furnished.

14. As soon as practicable after the acceptance of his Tender the Contractor shall if required submit to the Engineer for his approval a programme showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the Engineer or Representative of the Engineer 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 intends to supply, use or construct as the case may be. The submission to and approval by the Engineer or the Representative of the Engineer of such programme or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the contract.

Contractor to provide superintendence or Agent at site.

15. The Contractor shall give or provide all necessary superintendence during the execution of the works and as long thereafter as the Engineer may consider necessary for the proper fulfillment of the Contractor's obligations under the Contract. The Contractor or a competent and authorized agent or Representative approved in writing by the Engineer (which approval may at any time be withdrawn) is to be constantly on the works and shall give his whole time to the superintendence of the same. If such approval shall withdraw by the Engineer, the Contractor shall as soon as is practicable (having regard to the requirement of replacing him as hereinafter mentioned) after receiving written notice of such withdrawal, remove the agent from the site and shall not thereafter employ him again on the site in any capacity and shall replace him by another agent approved by Engineer, such authorized agent or Representative shall receive on behalf of the Contractor directions and instructions from the Engineer or (subject to the limitations of clause 2 hereof) the Representative of the Engineer.

Deployment of labour, skilled or unskilled by the Contractor.

16. (1) The Contractor shall provide and employ on the site in connection with the execution and maintenance of the works: -
- a) Only such technical assistants as are skilled and experienced in their respective callings and such sub-agent foremen and leading hands as are competent to give proper supervision to the work they are required to supervise and
  - b) Such skilled, semi-skilled and unskilled labour as necessary for the proper and timely execution and maintenance of the works.
- (2) The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the works any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable and such person shall not be again employed upon the works without the written permission of the Engineer. Any person so removed from works shall be replaced without delay by a competent substitute approved by the Engineer.
- (3) The Contractor shall, if required by the Engineer, deliver to the Engineer or the Representative of the Engineer returns in such form and at such intervals as the Engineer may prescribe showing in detail the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site.

Proper setting out of works, levels, alignment etc.

17. The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works and error shall appear or arise in the position, levels, dimensions or alignment of any part or the works the Contractor on being required so to do by the Engineer or the Representative of the Engineer shall at his own expense rectify such error to the satisfaction of the Engineer or the Representative of the Engineer. The checking of any setting out or of any line or level by the Engineer or the Representative of the Engineer shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all benchmarks, sight rails, pages and other things used in setting out the works.

Watching and lighting

18. The Contractor shall in connection with works provide and maintain at his own cost, all lights, guard, fencing and watching when and where

necessary or required by the Engineer or the Representative of the Engineer or by any duly constituted authority for the protection of the works or for the safety and convenience of the public or others.

- Care of works. 19. (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 thereof or any Temporary works from any cause whatsoever (save and except the excepted risks as defined in sub-clause (2) of this clause) 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 Engineer's instructions. 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 obligations under clause 4 hereof.
- (2) The 'excepted risk' are war hostilities (whether war be declared or not) invasion act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war or (otherwise than among the Contractor's own employees) riot, conpotion, disorder or use of occupation by the N.T.C. sion 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 reasonable foresight and ability on the part of the Contractor could not foresee or reasonably provide against all of which are herein collectively referred to as the 'excepted risks'.
- Damage to persons & property 20. The Contractor shall (except if and so far as the specification provides otherwise) indemnify and keep indemnified the N.T.C. against all losses and claims for injuries or damage to any person or any property whatsoever (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.
- Insurance in respect of damage to persons & property 21. The Contractor shall be responsible for all injury to person's animals or things, and for all structural and decorative damage property which may arise from the operations of neglects of himself or of any nominated Sub Contractor's employees. Whether such injury or damage arise from 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 building, 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 held him harmless in respect of all and any expenses arising from any such injury or damage to person or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claim for the period of construction of the 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.

The Contractor shall reinstate all damage 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 damage as the property of third parties.

The Contractor shall indemnify the Employer 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 affect and maintain, until the virtual 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 Contract 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 at 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 policy or policies with the Engineer from time to time during the currency of this Contract.

The Contractor shall be responsible for anything which may be excluded from the Insurance policies above referred to and also for all other damage to any property arising out of and incidental to the negligent or defective carrying of this contract. He shall also indemnify the Employer 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 therefrom.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation costs, charges and expenses arising

or accruing from or in respect of such claim or damage from any sum or sums due or to become due to the Contractor.

Unless otherwise specified the insurance shall be for the following amount in respect of original works costing more than Rs. Five Lacs (Rs.5.0 Lacs) excluding repair and petty works.

- Fire Insurance
22. (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.
- (a) 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 the Engineer in the joint names of the Employer 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 deposit the policy and receipts for the premium with the Engineer within twenty one days from the date of signing the contract unless otherwise instructed by the Engineer. In default of the Contractor insuring as provided above, the employer may insure and may so deduct the premiums paid from any monies 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 Conditions of Contract. The Contractor, in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as the Engineer deems fit.
- (b) 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 the employee (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.

- Giving of Notice & payment of fees. 23. The Contractor shall give all notices and pay all fees required to be given or paid by the National or State Statute Ordinance or other Law or any Regulation or Bye-law of any local or other duly constituted authority in relation to the execution of the works and by the Rules and regulations of public bodies and companies whose property or rights are affected in any way by the works or any Temporary works.
- Compliance with statutes Regulations The Contractor shall confirm in all respect with the provisions of any such Statute Ordinance or law as aforesaid and Regulations or bye-laws of any local or other duly constituted authority which may be applicable to the works or to any Temporary works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the N.T.C. indemnified against all penalties Ordinance of Regulation or Bye-law.
- Fossils etc 24. All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or are archeological interest discovered on the site of the works shall be between the N.T.C. and the Contractor be deemed to be the absolute property of the N.T.C. and the Contractor shall take reasonable precaution to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Representative of the Engineer of such discovery and carry out, at the expense of the N.T.C., the Representative of the Engineer, orders as to the disposal of the same.
- Patent lights and Royalties 25. The Contractor shall save harmless and indemnify the N.T.C. from and against all claims and proceedings for or on account of infringement of any patent rights design trade mark or name of other protected rights in respect of any Constructional plant machines, 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 expenses whatsoever in respect thereof or in relation thereto, except where otherwise specified. The Contractor shall pay all fees and royalties, rent and other payment or compensation till getting done and graved other material equipment required for the works or Temporary works or any of them.

- Opportunities for other Contractors. 26. The Contractor shall in accordance with the requirements of the Engineer afford all reasonable opportunities for carrying out their work to any other contractors employed by the N.T.C. and their workmen and to the workmen of the N.T.C. and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the Contract or of any Contract which the N.T.C. may enter into in connection with or ancillary to the works.
- Supply of plant, materials & labour 27. 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 labour (including the supervision thereof) transport to or from the site and about the work s and other things of every kind required for the construction completion and maintenance of the works.
- Clearance of site on completion 28. On the completion of the works the Contractor shall clear away and remove from the site all Constructional plant surplus materials rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer.

#### LABOUR

- Hours of Employment, Payment of wages. 29. The hours of Employment Regulations and payment of wages Act so far these are applicable to the Contractor's labour shall adhered to be the Contractor.
- Return of labour etc. 30 The Contractor shall if required by the Engineer deliver to the Representative of the Engineer or at his office a return in detail in such form and at such intervals as the Engineer may prescribe showing the number of the several classes of labour from time to time employed by the Contractor on the site and such information respecting Constructional plant as the Representative of the Engineer may required.

#### WORK MATERIAL AND PLANT

- Quality of material & workmanship & Tests. 31 (a) All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subject from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining testing any work and the quality, weight or 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 the Engineer.
- Const of samples. (b) All samples shall be supplied by the Contractor at his own cost.
- Cost of tests (c) The costs of making all tests specified in the Contract shall be borne by the contractor.
- Unfixed material when taken into account to be the property of Employer. (d) Where in any certificated (of which the Contractor has received payment) the Engineer has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such material shall become the property of the Employer and they shall not be removed except for use upon the works without the written authority of the Engineer. The Contractor shall be liable for any loss or damage to such materials.
- Access to site. 32 (a) The Engineer 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 manufactured articles 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.
- (b) The Employer reserves the right to use the premises and any portion of the site for the execution of any work not included in this Contract which he may desire to have carried out by other persons and the Contractor I is to allow all reasonable facilities for the execution of such work but is not required to provide any plant or material for the execution of such work except by special arrangements with the employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the contractor is not to be responsible for any damages which may happen to or be occasional for any danger or delay which may happen to or be confronted by such work.
- Examination of works before covering up. 33 No work shall be covered up or put out of view without the approval of the Engineer or the Representative of the Engineer and the contractor shall afford full opportunity for the Engineer or the Representative of the Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Representative of the Engineer whenever any such work or foundations is or are ready or about to be ready for examination.

Singular &  
Plural

34 (a) The Engineer 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 Engineer 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 therefore) of any work which in respect of materials of workmanship is not in the opinion of the Engineer in accordance with the contract.

Default of  
Contractor or in  
compliance.

(b) In case of default on the part of the Contractor in carrying out such order, the N.T.C. 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 N.T.C. or may be deducted by the N.T.C. from any monies due or which may become due to the Contractor.

Suspension of  
work.

35 The Contractor shall on the written order of the Engineer suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension period protect and secure the work so far as is necessary in the opinion of the Engineer. The extra cost (if any) incurred by the Contractor in giving effect to the Engineer's instructions under this clause shall be borne and paid by the N.T.C. 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:

Commencement  
of works.

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 Engineer within 14 days of the Engineer's order. The Engineer shall settle and determine the extra payment to be made to the Contractor in respect of such claim as the Engineer shall consider fair and reasonable.

#### COMMENCEMENT, TIME AND DELAYS

36 The Contractor shall commence the works on site within the period named in the tender after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition

and without delay except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the Contractor's control.

- Possession of site. 37 (1) Save in so far as the Contract may prescribe the extent of portions of the site of which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the contract as to the order in which the works shall be executed, the Engineer will, with the written order to commence the works, give to the Contractor possession of so much of the site as may be required to enable the Contractor to commence and proceed with the construction of the works in accordance with the programme referred to in clause 14 hereof (if any) and otherwise in accordance with such reasonable proposal of the Contractor as he shall by notices in writing to the Engineer make and will from time to time as the works proceed give to the Contractor possession of such further portions of the site as may be required to enable the Contractor to proceed with the construction of works with due dispatch in accordance with the said programme or proposals (as the case may be)
- Way leaves etc. (2) The Contractor shall be or all expenses and charges for special or temporary way leaves required by him in connection with access to the site. The Contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purpose of the works.
- Time for completion. 38 Subject to any requirement in the specification as to completion of any portion of the works before completion of the whole of the works shall be completed within the time sated in the tender calculated from the last day of the period named in the tender as that within which the works are to be commenced or such extended time as may be allowed under clause 39 hereof.
- Extension of time for completion. 39 Should the amount of extra or additional work of any kind or other special circumstances of any kind whatsoever which may occur, be such as fairly to entitle the Contractor to an extension of time for the completion of the work, the Engineer shall determine the amount of such extension. Provided that the Engineer is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has within 28 days after such work has been commenced or such circumstances have arisen or as soon thereafter as is practicable delivered to the representative of the Engineer full and detailed particulars of any claim to extension of time to which he may consider himself entitled in order that such claim may be investigated at that time.

Rate of progress.

40 . The whole of the materials, plant and labour to be provided by Contractor under clause 4 hereof and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner approved of by the Engineer. Should the rate of progress of the works or any part thereof be at any time in the opinion of the Engineer to allow to ensure the completion of the works by the prescribed time or extended time for completion, the Engineer shall so notify to the Contractor in writing and the Contractor shall thereupon take such steps as the Contractor may think necessary and the Engineer may approve to expedite progress so as to complete the works by the prescribed time or extended time for completion. If the works is not being carried out by day and night and the Contractor shall request permission the Contractor shall not be entitled to any additional payment for so doing.

Termination of contract for slow progress

Notwithstanding anything contained herein the event of the rate of progress of the works being such that in the opinion of the Engineer the works cannot be completed by the prescribed time of the extended time. The Engineer may have the works constructed and completed through any other agency either concurrently with or independently of the Contractor at the risk and cost of the Contractor or the Engineer may supplement the contractor's labour plant, equipment and materials at the Contractor's cost and risk and in all such cases provisions of Clause 39 hereof shall apply. Further, the N.T.C. shall have the power to terminate the contract and withhold payment to 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 liable for any loss or damage which the N.T.C. may sustain on that account and for forfeiture the clause 58 and 59 hereof shall apply.

Certificate of completion of work.

41 . As soon as in the opinion of the Engineer, the works shall have been substantially completed and shall satisfactorily passed any final test that may be prescribed by the Contract, the Engineer 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 Engineer 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 both completed to the satisfaction of the Engineer and occupied or used by the N.T.C. 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. Provided also that a certificate of Completion given in accordance with the foregoing provisions of any part of the works occupied and used as aforesaid shall not be deemed to certify completion of any ground of surface requiring reinstatement unless such certificate shall expressly so state.



## MAINTENANCE AND DEFECTS

Definition of period of maintenance.

42. (1) In these conditions, the expression 'Period of Maintenance' shall mean the period of Maintenance named in the Tender calculated from the date of completion of the works certified by the Engineer in accordance with clause 42, or in the event of more than one certificate having been issued by the Engineer the said clause from the respective dates certificate and in relation to the period of Maintenance the expression 'the works' shall be constructed accordingly.

(2) To the intent of the works shall or as soon as practicable after the expiration of the period of Maintenance be delivered up-to the N.T.C. in as good as perfect a condition (fair, wear and tear excepted) to the satisfaction of the Engineer as that in which they were at the commencement of the period of Maintenance, the Contractor shall execute all such work of repair, amendment, reconstruction, rectification and making good of defects imperfection, shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the period of Maintenance or within fourteen days after its expiration as a result of an inspection made by or on behalf of the Engineer.

Cost of execution of work of repair etc.

All such works shall be carried out by the Contractor at his own expense if the necessity thereof shall in the opinion of the Engineer be due to the use of materials or workmanship not in accordance with the Contractor to neglect or failure on the part of the Contractor comply with any obligation expressed or implied on the contractor's part under the contract. If in the opinion of the Engineer, such necessity shall be due to any other cause the value of such work or works which the Contractor should have carried out at the contractor's own cost shall be entitled to recover from the Contractor the cost thereof or may deduct the same from any monies due or that become due to the Contractor.

## ALTERATIONS, ADDITIONS AND OMISSIONS

Variations.

43. (1) The Engineer 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.

(b) Omit any such work.

(c) Change the character or quality or kind of any such work.

- (d) Change the levels, lines and dimension 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.

Order for variation to be in writing.

- (2) No such variation shall be made by the Contractor without an order in writing of the Engineer, 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 the bill of quantities. Provided also that if for any reason the Engineer 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 Engineer whether before or after the carrying out of the order shall be deemed to be an order in writing within meaning of this clause.

44. (1) 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 Engineer (which opinion 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 Engineer for which the Contractor shall submit analysis of rates well in time for approval of the Engineer before execution of such work. If the Engineer decides to delete certain items of work or reduce the quantities thereof, the value of the contract shall accordingly be reduced on the basis of actual measurement.

Day work.

- (2) If in the opinion of the Engineer, extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates stated in the Tender of the priced schedule of quantities, or if not so stated, then in accordance with the local day work rates and wages for the district; provided that in either case vouchers specifying the daily time (and if required by the Engineer, the workmen's names) and materials employed be delivered for verification to the Engineer or his representative at or before the end of the week following that in which the work has been executed.

Claims.

(3) The Contractor shall send to the Engineer every month an account 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 Engineer, which he has executed during the preceding month and no claim for payment for any such work will be considered which has not been included in such particulars.

#### PROPERTY IN MATERIAL AND PLANT

Plants, etc. the property of the Commission.

45. (1) All construction Plant Temporary works and materials provided by the Contractor shall, when brought on to the site, immediately be deemed to become the property of the N.T.C. and the Contractor shall not remove the same or any part thereof without the consent in writing of the Engineer. But the Engineer will permit the Contractor the exclusive use of all such Construction Plant. Temporary works and materials in and for the completion of the works up to the happening of an event which gives right to the N.T.C. to exclude the Contractor from the site and proceed with the completion of the works.

(2) Upon the removal of any such constructional plant, temporary works or materials with consent as aforesaid the same shall be deemed to revert in and become the property of the Contractor and upon completion of the works. The said constructional plant and temporary works and any unused materials provided by the Contractor shall be deemed to revert in and become the property of the Contractor who shall remove the same. If the Contractor fails to remove unused materials within such reasonable time after the completion of the works as may be allowed by the N.T.C., the N.T.C. may sell the same and shall after deducting from the proceeds, charges and expenses of and in connection with such also pay the balance (if any) to the Contractor

Commission not liable for damages to plant etc.

(3) the N.T.C. shall not, at any time, be liable for the loss of or injury to any of the said Constructional Plant, Temporary works or materials.

46. The operation of the clause 46 shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by then Engineer.

#### MEASUREMENT

Quantities.

47. 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.

Work to be measured. 48. The Engineer shall except 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 Engineer or the representative of the Engineer in making such measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the works.

Method of Measurement 49. The works shall be measured notwithstanding any general or local custom except where otherwise specially described or prescribed in the Contract.

#### PROVISIONAL SUMS

Use of Provisional and contingency items. 50. 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 Engineer and if not used either wholly or in part shall as to the amount not used be deducted from the Contract price.

Items not monied out. 51. All items not monied out in the Bill of quantities shall be used at the direction and discretion of the Engineer and if used either wholly or in part shall as to the amount used added to the Price.

#### CERTIFICATE AND PAYMENT

Bill for on account payment 52. (1) The Contractor shall submit to the representative of the Engineer during the execution of the works on-account bills signed by the Contractor showing the quantities and values of the permanent work done on the Site as soon as measurements have been recorded as per Clause 49 hereof.

Rates & Prices. (2) The rates and prices in such on-account bills shall be in accordance with the 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.

Quantities. (3) The quantities in such on-account bills shall be in accordance with the agreed measurement recorded by the representative of the Engineer as per provision of Clause 49 hereof.

Advance. (4) The Contractor will be paid on the certificate of the Engineer, the estimated contract value of the permanent executed and in the addition such amount as the Engineer may consider fair and reasonable for any temporary works for which separate amount are provided in the Bill of Quantities so far as it applies to a retention of a percentage until the amount retained such reach the amount of the security deposit as per Clause 10 hereof after which time no further deduction or retention will be made.

- Approval only by Maintenance Certificate. 53. No certificate other than the Maintenance certificate referred to in Clause 55 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 by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.
- Maintenance Certificate. 54. The contract shall not be considered as complete until a Maintenance Certificate has been signed by the Engineer and completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer Twenty-eight days 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 the N.T.C.. The security deposit of the Contractor shall be refunded after the Maintenance certificate has been issued by the Engineer after deducting any sums, which may become due from Contractor in terms of provision of clause 40(2), 41 and 43(4) hereof.
- Payment on completion. 56. When the Engineer has granted a Certificate or Certificates of completion for the whole of the works under clause 42 hereof and when the N.T.C. has ascertained the estimated final sum due to the Contractor the N.T.C. shall after allowing for the amount of all previous on-account bills and certificates and after allowing for all other payments due from the Contractor to the N.T.C. pay to the Contractor such a sum out of the balance so calculated as remaining due to the Contractor as will leave to be retained by the N.T.C. a sum equal to the security deposit (see clause 19 hereof).
- Currency of payment. 57. Unless otherwise agreed between the N.T.C. and the Contractor all payments to be made to the Contractor under this Contract shall be made in Pakistan Rupee currency.

#### REMEDIES AND POWERS

- Forfeiture. 58. 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 N.T.C. first obtain or shall have an execution levied on his goods or if the

Engineer shall certify in writing to the N.T.C. 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 10 days after receiving from the Engineer's 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 Engineer written notice that the said materials or work had been condemned and rejected by the Engineer 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 Engineer's instruction to the contrary sub-let any part of the contract than the Engineer may after giving 14 days notice in writing to the Contractor enter upon it and the works and expel the Contractor therefrom any of his obligations or liabilities under 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 N.T.C. or the Engineer by the contract and may himself complete the works or may employ any other Contractor to complete the works and the N.T.C. 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 of the N.T.C. under the provisions of the contract as he or the N.T.C. may think proper and the N.T.C. shon may at any time sell all or any of the said Constructional Plant Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to the N.T.C. from the Contractor under the contract.

Valuation of  
Date of  
Forfeiture.

- (2) The Engineer shall as soon as may be practicable after any such entry and expulsion by the N.T.C. fix and determine or by 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 N.T.C. under the provisions of the contract.

Payment after  
Forfeiture.

(3) If the N.T.C. shall enter and expel the Contractor under this clause the N.T.C. 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 N.T.C. have been ascertained and the amount thereof certified by the Engineer, the Contractor shall than be entitled to receive only such sums or sum (if any) as the Engineer 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 N.T.C. the amount of such excess and it shall be deemed a debt due by the Contractor to the permission and shall be recoverable accordingly.

Urgent  
Repairs.

59. If by reason of any accident or failure or other event occurring to in or in connection with the works or any part thereof either during the execution of the works or during the period of Maintenance any remedial or other work or repair shall in the opinion of the Engineer or the representative of the Engineer may be his own or other workmen do such work or repair as the Engineer or the representative of the Engineer may consider necessary. If the work / repair so done by the Engineer is work which in the opinion of the Engineer the Contractor was liable to do at his own expense under the N.T.C. or may be deducted by the Contractor from any monies due or which may become due to the Contractor Provided always that the Engineer or the representative of the Engineer (as the case may be) shall as soon as after the occurrence of any such emergency as may be reasonably notify the Contractor thereof in writing.

Bribes,  
Commission,  
etc.

60. Any bribe, commission, gift or advantage given promised or offered by on behalf of the Contractor or his partner agent or servant or any one of his, or there behalf to any Officer, servant, representative or agent of the N.T.C. or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the N.T.C. shall in addition to any criminal liability which he may incur subject the Contractor to cancellation of this and all other contracts and also to payment of any loss or damage resulting from such cancellation to the like extent as in provided in cases of forfeiture under Clause 58 hereof and the N.T.C. shall be entitled to deduct the amounts so payable from any monies otherwise due to the Contractor under this or any other contract. Any question or dispute as to the N.T.C. of any offence under

this Clause shall be settled by the N.T.C. in such manner as it shall think fit and sufficient and its decision shall be final and conclusive.

Item not mentioned in BOQ

61. If any item or work required for the completion of the project is not mentioned in the BOQ, such non-BOQ items shall be paid to the contractor only after submission and approval of detailed Rate analysis, dully vetted and sanctioned by competent authority. No claim for additional payment shall be entertained without prior written approval for the rate analysis of non-BOQ items.

SETTLEMENT OF DISPUTES

Law Governing the Contract.

62. This contract shall be governed by the laws of Pakistan. Resort to court by either of the parties in respect of any dispute should be had only to any appropriate Court.

**Bidder's details**

Name of Authorized Representative (with CNIC): \_\_\_\_\_  
\_\_\_\_\_

Organization's Name and Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Number: \_\_\_\_\_



## ANNEX-A-I: BILL OF QUANTITY (BOQ)

<b>Annex-A-I</b>			
<b>Cost Summary for Renovation Works and Replacement of Slab at NTC Microwave Station Johrabad (LOT-1)</b>			
S/No.	Description	Cost of Contractor Store & Services	Total Amount (PKR)
<b>1</b>	Renovation Works and Replacement of Slab at NTC Microwave Station Johrabad (LOT-1)		
<b>Grand Total (PKR)</b>			

<b>Renovation works and Replacement of Roof Slab at NTC Microwave Station Jauharabad</b>					
<b>S#</b>	<b>Detail of Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>
1	Taking out door and window frames with or without hold fasts in ground floor including cutting walls, stacking salvaged material (serviceable) and disposing of unservice-able material as directed within three chains (91.5 m).	7.00	Each	584.38	4,090.66
2	Dismantling cement tiled floor, dado or skirting in basement, plinth and ground floor including base mortar and stacking salvaged material (serviceable) and disposing of surplus stuff as directed within three chains (91.5 m)....	138.00	%Sft	2,605.63	3,595.77
3	Removing cement or lime plaster of any thickness from walls and disposing of the rubbish etc. from site as directed	166.50	%Sft	843.75	1,404.84
4	Dismantling brick or brick tiles flooring upto 4-1/2" (114 mm) thick without concrete bed including stacking salvaged material (serviceable) and disposing of surplus stuff as directed within three chains (91.5 m) .	866.25	%Sft	1,206.25	10,449.14
5	Dismantling R.C.C. including separating reinforcement from concrete in foundation, basement, plinth and ground floor including stacking at site and disposing of unserviceable material within three chains (91.5 m)	451.69	%Cft	8,456.25	38,195.82
6	Dismantling dry 'burnt brick masonry in foundation, basement, plinth and ground floor including stacking salvaged material (serviceable) and disposing of surplus material as directed within three chains (91.5 m).	43.78	%Sft	890.63	389.93
7	Providing and laying first class solid burnt brick masonry set in cement mortar 1:6 in straight or curved walls 9 to 13-1/2 inches (229 mm to 343 mm) thick including scaffolding, raking, out joints and curing etc. complete in ground floor superstructure .	226.13	%Cft	41,260.97	93,301.37
8	Providing and faying reinforced cement concrete using screened graded bajri 3/4 inch (19 mm) and down gauge having a minimum works cube crushing strength of 2250 lbs. per sq inch (15.52 N/mm <sup>2</sup> ) at 28 days with a mix not leaner than 1:2:4 in ordinary slab 5 inches (127 mm) to 6 inches (152 mm) thick Including form work and its removal compacting and curing etc. complete but excluding the cost of reinforcement, in basement plinth and ground floor	433.13	%Cft	45,074.27	195,227.93
9	Providing and laying reinforced cement concrete using screened graded bajri 3/4 inch (19 mm) and down gauge having a minimum works cube crushing strength of 2250 lbs. per sq inch (15.52 N/mm <sup>2</sup> ) at 28 days with a mix not leaner than 1:2:4 in straight beams, lintels cantilever beams of required shape or section including form work and its removal, compacting and curing etc. complete but excluding the cost of reinforcement, in basement and ground floor.	58.22	%Cft	46,810.39	27,252.42

10	Providing and laying ribbed deformed steel reinforcement bars with guaranteed minimum yield stress of 40,000 psi with and including the cost of straightening, cutting, bending, binding, wastage, complete in all kinds of RCC work.	1,002.40	P/Kg	266.70	267,340.32
11	Providing and laying 1/2" (13mm) thick marble patties (panel strips) up to 1-1/2" (38 mm) depth in floor and dado of any description in all floor.	696.50	Rft	20.19	14,062.34
12	Providing and laying terrazzo floor 1-3/4 inches (44 mm) thick consisting of 3/4 inch (19 mm) thick topping 1:2 (1 grey cement 2 approved marble chips No. 0 to 6) in ground floor over a base of 1:2:4 (one cement, two sand and four screened graded bajri) cement concrete 1 inch (25 mm) thick laid in panels or pattern including form work, curing, cutting, rubbing and polishing etc, complete...	905.69	%Sft	12,856.77	116,441.84
13	Providing and laying 1:2:4 cement concrete khuras 2" (51 mm) thick 2 ft x 2 ft. (610 mm x 610 mm) size on roof including finishing with cement plaster 1:4, curing etc. complete.	3.00	Each	174.83	524.49
14	3/4" (19 mm) thick cement plaster 1:6 on internal/external walls and columns etc. in basement, plinth, mezzanine and ground, 1st & 2nd floors including making edges, corners, groves as required and curing etc., complete in all respect at any height, any floor.	2,419.00	%Sft	4,815.28	116,481.62
15	Supplying earth from approved site within the area acquired including digging or cutting, loading, unloading and filling in foundation trenches, plinth or under floor etc. including breaking clods, dressing watering and consolidation by ramming in layers not exceeding 9 inches (229 mm) in depth to full compaction complete within a lead of one chain (30.5 R.m) and lift of 5 feet (1.52 m) as directed by the Engineer-in-charge.	549.38	%Cft	1,507.81	8,283.53
16	Providing and laying 1:4:8 cement concrete bed under floors using graded stone ballast 1 inches (25 mm) and down gauge with levelling and ramming, watering and curing etc. complete..	120.86	%Cft	22,036.75	26,634.17
17	Providing and laying floor of 6 mm (approx. 1/4" inch) thick coloured glazed tiles more Than 1 Square foot upto 2 square foot of master make or equivalent (pakistani) first grade in ground floor laid over 1 inch (25 mm) thick cement mortar base 1:2 (one cement two sand) including jointing and washing the tiles with white cement slurry including curing etc. complete.	874.75	%Sft	42,108.61	368,345.07
18	Providing and fixing un-plasticized polyvinyl chloride pipe (u.P.V.C) "E" class with specials and clamps etc., including cutting and fitting, complete with and including the cost of breaking through walls and roof and making good etc.; after cleaning the pipe and cartage within 10 miles (16.09 km) (working pressure 12 kg/cm <sup>2</sup> ): 4 inches (100 mm) dia pipe..	39.00	Rft	719.12	28,045.68
19	Distempering two renewal coats with vinyl distemper (Paintex ICI Dulux) of approved make and shade to walls and ceiling etc., including scraping cleaning the old surface in any floor.	8,731.75	%Sft	2,147.50	187,514.33

20	Repainting two coats with enamel paint (Robialac) of approved make and shade to iron work including scraping and sand papering the surface as directed by the Engineer-in-Charge in any floor.	802.00	%Sft	2,750.00	22,055.00
21	Repainting two coats with enamel paint (Robialac) of approved make and shade to wood work including cleaning and sand papering the surface as directed by the Engineer-in-charge in any floor.	507.50	%Sft	2,952.50	14,983.94
22	Repainting two coats with weather shield paint of (ICI) Dulux make and shade on plaster surface (External) including cleaning, sand papering the surface as directed by the Engineer-in-charge in any floor.	4,345.00	%Sft	2,546.88	110,661.94
23	Providing and fixing PPRC pipe PN-20 with specials, and clamps etc, including cutting and fitting complete with and including the cost of breaking through walls and roof and making good etc; after cleaning the pipe and cartage etc complete 25 mm.	40.00	Rft	215.32	8,612.80
24	Providing and fixing PPRC pipe PN-20 with specials, and clamps etc, including cutting and fitting complete with and including the cost of breaking through walls and roof and making good etc; after cleaning the pipe and cartage etc complete 32 mm.	40.00	Rft	320.26	12,810.40
25	Providing and fixing 1/2" dia (15mm) CP Bib Cock	3.00	Each	1,130.40	3,391.20
26	Replacement of W.C pan with best quality squatting type glazed earthenware W.C Pan of bright made, Pakistani (of not less than 18 Inches clear opening as measured between flushing rims) complete with and including the cost of best quality low level plastic flushing cistern of standard size with internal fittings complete, P.V.C. flushing pipe suitable for squatting type with extra bends and length with fittings, C.I. trap 4 inches (100mm) dia and making requisite number of holes in walls, plinth & floor for pipe connection and making good in cement concrete 1:2:4..	1.00	Each	12,602.50	12,602.50
27	Providing and fixing 22 inches x 16 inches (560 x 406 mm) lavatory basin in white glazed earthenware (Pakistani) complete with and including the cost of Brass oxidized bolts kit built into walls 1/2 inches (15 mm) dia. Chrome plated mixer, 1-1/4 inches (32 mm) rubber plug and chrome plated brass chain 1-1/4 inches (32 mm) dia brass waste of approved pattern 1-1/4 inches (32 mm) dia chromium plated battal trap with unions and making requisite, number of holes in walls, plinth and floor for pipe connections and making good in cement concrete 1:2:4..	1.00	Each	12,262.50	12,262.50
28	Providing and fixing water tank made of food grade polyethylene material 500 gallon (Supper tuff) i/c cost of specials and cartage upto site as per direction of Engineer in charge.	1.00	Each	31,750.00	31,750.00
29	Providing and fixing UPVC Multi floor trape of sizes with S.S grattings including cutting and making the requisite number of holes in walls plinth and floors and making good in 1:2:4, C.C.	2.00	Each	1,459.43	2,918.86
30	Providing and fixing 1-1/4" (32mm) dia ball valve	1.00	Each	803.70	803.70
31	Providing and fixing 1" (25mm) dia ball valve	1.00	Each	703.70	703.70

32	Providing and fixing bath room accessories of set of 7 pieces consist of one cosmetic shelf, one towel rod with bracket, one soap dish, one tooth brush holder with glass and cover, one tissue paper holder one double hook one towel ring etc complete of approved quality as per direction of Engineer in-charge.	1.00	Each	12,062.50	12,062.50
33	Providing and fixing 24 inches x 18 inches looking mirror of imported glass 5mm thick fixing with CP clamps and screws	1.00	Each	2,173.98	2,173.98
34	Providing and fixing gun-metal non-return valves with male and female ends as required. 1/2 inches (15 mm) dia..	1.00	Each	6,521.60	6,521.60
35	Providing and fixing un platized polyvinyl chloride pipe (P.V.C) "D" class with specials) and including cutting and fitting, complete with and including the cost of trench upto 1-1/2 feet deep refilling, watering, ramming and disposal of surplus earth after cleaning the pipe Do. 4 inches (100mm) dia pipe.	30.00	Rft	600.01	18,000.30
36	wiring for sub main with 2x 6mm <sup>2</sup> , PVC insulated wire 300/500 volts grade, single core, stranded copper conductor wire in 25 mm (1") dia uPVC conduit fitted on surface as required.	50.00	Rft	210.00	10,500.00
37	wiring for sub main with 2x 7/.029, PVC insulated wire 250/440 volts grade, single core copper conductor wire in 20 mm (3/4") dia uPVC conduit fitted on surface, including 1.5 mm <sup>2</sup> PVC insulated wire single core wire as ECC as required.	250.00	Rft	144.00	36,000.00
38	Wiring for light, fan or call bell point with (3/.029") PVC insulated wire in 20 mm <sup>2</sup> , (3/4") dia PVC conduit fitted on surface, including 1 mm <sup>2</sup> single core PVC insulated wire as ECC as required.	22.00	Point	2,848.00	62,656.00
39	Extension / Additional wiring for light, fan, call bell or light plug point, controlled with same switch with (3/029") PVC insulated wire in 20 mm (3/4") dia uPVC conduit fitted on surface including 1 mm <sup>2</sup> single core, PVC insulated wire as ECC as required.	16.00	Point	1,074.00	17,184.00
40	Providing & installing 30 Cm (12") sweep, metallic body Exhaust fan complete with blades, motor, etc fitted in existing hole including connection with 14/.0076" flexible wire complete as required Pak, Royal, GFC, Younas, Millat.	4.00	Each	4,400.00	17,600.00
41	Providing & fixing heavy gauge metallic shutter, suitable for 12" to 14" sweep exhaust fans fitted on existing hole as required.	4.00	Each	1,244.00	4,976.00
42	Providing and Installation 140 cm (56") sweep ceiling fan with blades, canopy, standard length of down rod including connection with 14.0076" flexible wire complete as required. (without regulator) Pak, Royal, GFC, Younas, Millat	3.00	Each	9,349.00	28,047.00
43	Providing & installing False ceiling fan (box fan) with remote, 24" (2x2) size including connection complete in all respect as approved by the Engineer Incharge (Voldam/Pak/Royal).	2.00	Each	15,426.00	30,852.00
44	Providing, Installation, Testing and commissioning of flood lights (IP66) including driver, having neutral white/ cool white colour, 90-110 im/watts efficiency, 0.9 or all respect as approved by the Engineer incharge. 40-60 watts	5.00	Each	17,453.00	87,265.00
45	Providing, Installation, Testing and commissioning of flood lights (IP66) including driver, having warm / neutral white/ cool white colour, 90-110 im/ watts efficiency, 0.9 or above power factor, 20000 - 25000 hours life cycle, including connection, complete in all respect as approved by the Engineer incharge. 16-18 watts	28.00	Each	3,848.00	107,744.00

46	Providing and fixing Submersible pumping set comprising of submersible pump with 2 HP 2850/2900 RPM, 220/230 V AC electric motor capable to discharge 350 US GPH (Gallons Per Hour) of clear water at head of 280 to 350 ft, including reerction clamp, cable clamp, non return valve, moter control Unit, complete in all respect as approved by the Engineer In charge as required.	1.00	Each	40,288.00	40,288.00
<b>Total</b>					<b>2,223,008.19</b>
<b>Non Schedule Items</b>					
1	Provision of water boring icluding required specials etc complete in all respect at site.	100.00	Rft		
2	Providing installation, testing and commissioning of switch, sockets flush type with neon indicators China smart/Local approved make and design, including the cost of G.I Back Box recessed in wall / buried in floor with screws, clamps, etc. complete in all respect.	6.00	Each		
3	Providing and making of fiber glass shed, having frame of 1-1/4" x 1-1/4" and bracing and 2" dia pipe for vertical sport, covered with 4mm thick fiber glass sheet over 1" thick jambolone sheet, including enemal painting etc complete	121.00	Sft		
4	Leveling the land etc complete in all respect as per directions of Engineer in charge.	1.00	Job		
5	Fixing of avalable door including the cost of necessary repair if required etc complete in all respect at site and as per dierctions of Engineer In Charge.	5.00	Each		
<b>Total</b>					
<b>A - Total of Schedule Items</b>					<b>2,223,008.19</b>
<b>B - % above on CSR 2022 (Civil)</b>					
<b>C - Non Schedule Items</b>					
<b>D - Sub Total (A+B+C)</b>					
<b>E - PST @ 16% on (D)</b>					
<b>Total Rs.</b>					
<b>Say Rupees Rs</b>					



## ANNEX-B-I: BILL OF QUANTITY (BOQ) (LOT-II)

Annex-B-I				
<b>Cost Summary for Electrical works at NTC Telephone Exchaneg Punjab Civil Secretariat Lahore and Supply, Installation, Testing &amp; Commissioning of AC Units at NTC Telephone Exchange Punjab Civil Secretariat Lahore &amp; NTC Exchange at Microwave Station Johrabad. (LOT-II)</b>				
S/No.	Description	Cost of Contractor Store	Cost of Contractor Services	Total Amount (PKR)
<b>Section-I (Electrical works)</b>				
1	Electrical works at NTC Exchange Punjab Civil Secretariate.Lahore			
<b>Section-II (AC Units)</b>				
2	Supply, Installation of AC units at NTC Exchnage Punjab Civil Secretarit Lahore and NTC Exchange at Johrabad			
<b>Grand Total (PKR)</b>				-



## ANNEX-B-II: BILL OF QUANTITY (BOQ) (LOT-II)

Annex-B-II					
Electric Works at NTC Exchange Punjab Civil Secretariat Lahore & Supply/installation of AC units at NTC Exchange Punjab Civil Secretariat Lahore and NTC Johrabad Exchange (LOT-II)					
Section # 01 Electrical works					
Store to be Provided by Contractor					
S. #	DESCRIPTION OF ITEMS	QUANTITY	Unit	RATE with GST	AMOUNT
1	DP Box Powder coated DB Box size (12" x 18") with 16 SWG Sheet Providing and Fixing of DP Box 12" x 18" containing on installed Digital Volt Meter, Amp Meter and selector switches, lock key, made with 16 SWG Sheet	1	No		
2	AC Breaker three Pole 63 Amp Legrand or Equivalent	1	No		
3	AC Breaker Single Pole 20 Amp Legrand or Equivalent	3	No		
4	AC Breaker Single Pole 16 Amp Legrand or Equivalent	2	No		
5	AC Breaker Single Pole 10 Amp Legrand or Equivalent	2	No		
6	Power Plug with PVC Box	2	No		
7	Two core copper Cable 7/36	10	M		
8	Two core Copper Cable 7/29	20	M		
9	Four Core copper Cable 10mm	4	M		
10	PVC Cable Duct 25 x 38	8	No		
11	Copper Thimble 10mm	10	No		
12	Copper Earthing Cable OLT to Bus Bar 06mm	10	M		
13	Electric Switch Board 2 x 6 along with PVC Board	1	No		
14	PVC Tape	2	No		
15	LED Lights wall Mounted 18 watt	8	No		
16	Single core copper Cable 7/29	30	M		
17	MCB Copper Loop for breaker	1	No		
18	Copper Bus Bar having size (10" x 1.8"x0.7") with insulator	1	No		
19	Aluminium Door Lock for Switch Room Door	1	No		
<b>Total (A)</b>					
Services to Provided by Contractor					
S.#	DESCRIPTION OF WORKS	QUANTITY	Unit	RATE with PST	AMOUNT
1	Complete Service ,wiring ,and Instatllation of DP Box and all allied accessories.	1	Job		
<b>Total (B)</b>					

## ANNEX-B-III: BILL OF QUANTITY (BOQ) (LOT-II)

Section # 02 (AC Units)					
Store to be Provided by Contractor					
S.#	DESCRIPTION OF ITEMS	QUANTITY	Unit	RATE with GST	AMOUNT
1	Supply, Installation of 02-ton wall mounted type A/C unit (Heat & Cool) with remote Control, make Gree/Midea or approved equivalent inverter type,T3 rated compressor, necessary internal/external controls, approved refrigerant thermostate, drainage system, and all other required accessories, including complete in all respects with 03 x years compressor warranty and 01x year maintenance /parts warranty (at NTC Civil Secretariat site)	2	No		
2	Supply, Installation of 1.5-ton wall mounted type A/C unit (Heat & Cool) with remote Control, make Gree/Midea or approved equivalent inverter type,T3 rated compressor, necessary internal/external controls, approved refrigerant thermostate, drainage system, and all other required accessories, including complete in all respects with 03 x years compressor warranty and 01x year maintenance /parts warranty (at NTC Johrabad Exchange)	2	No		
<b>Total (C)</b>					
Services to Provided by Contractor					
S.#	DESCRIPTION OF Work	QUANTITY	Unit	RATE with PST	AMOUNT
1	Installation of the afore-mentioned indoor AC units to be installed at designated locations by the engineer in charge, base plate, Screws, rawal plugs, leveling etc. Outdoor units should be installed on the exterior walls or roof/floors. complete control wiring and necessary installation materials including laying of control & Power cables with PVC pipes, repairing of damages to wall/floor/roof etc all in accordance with the instructions of the engineer in charge. (at NTC Civil Secretariate Exchange/Equipment room & NTC Johrabad Exchange/Equipment room)	4	Job		
<b>Total (D)</b>					

COMMERCIAL COMPLIANCE STATEMENT

S.#	Description	Complied	Not Complied	Partially complied (give details)	Page # of bid, where compliance available
<b>Section # 01 (Instructions to the Bidders)</b>					
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				
<b>Section-II (Terms &amp; Conditions of the Contract)</b>					
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				



14	Termination for Insolvency				
15	Termination for Convenience				
16	Project Director/ Ultimate Consignee				
<b>Section-III (Important Conditions of the Contract)</b>					
1	DEFINATIONS AND INTERPRETATION				
2	REPRESENTATION OF ENGINEER				
3	ASSIGNMENT AND SUBLETING				
4	EXTENT TO CONTRACT				
5	CONTRACT DOCS & ITS ALLIED CLAUSES				
6	LABOR, WORK MATERIAL AND PLANT, COMMENCEMENT, TIME AND DELAYS				
7	MAINTENANCE & DEFECTS, ALTERATION ADDITION & OMISSION				
8	PROPERTY IN MATERIAL & PLANT				
9	PROVISIONAL SUM, CERTIFICATE & PAYMENT				
10	REMEDIES & POWERS				
11	SETTLEMENT OF DISPUTES				



**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: \_\_\_\_\_



**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. \_\_\_\_\_



**ANNEX-F: DECLARATION OF BENEFICIAL OWNER INFORMATION**

**Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts**

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)