



## **NATIONAL TELECOM CORPORATION**

**DIVISIONAL ENGINEER (PHONES)  
TOWER ROAD TARIQABAD, FAISALABAD  
PHONE: 041-9201234, FAX: 041-9201235**

### **EPADS E-BIDDING TENDER DOCUMENTS**

**FOR**

**PROVISION OF INTRANET CONNECTION (AIMS PROJECT) & VOICE  
SERVICES TO NEWLY ESTABLISHED DCMA OFFICE AT ARMY  
GARRISON SARGODHA**

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

e-Tender Notice # **DE-FSD/55-D(a)/2025-26**

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## SECTION-I

### **INSTRUCTIONS TO THE BIDDERS**

#### 1 INVITATION TO e-BIDS

#### **E-Tender Notice No. DE-FSD/55-D(a)/2025-26**

National Telecommunication Corporation (NTC), invites electronic bids from the reputable firms, registered with Income Tax and Sales Tax Department having relevant experience for the following goods / services:

Tender No.	Description	Last Date & Time of Bid Submission	Bid Opening Date & Time
DE-FSD/55-D(a)/2025-26	Provision of Intranet Connection (AIMS Project) & Voice Services to Newly Established DCMA Office at Army Garrison Sargodha	07-07-2026 @ 1100 Hrs	07-07-2026 @ 1130 Hrs

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 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)

### **Divisional Engineer (Phones)**

NTC Microwave, Tower Road  
Tariqabad, Faisalabad  
Phone: 041-9201234 Fax: 041-9201235  
[www.ntc.net.pk](http://www.ntc.net.pk)

## 2 INTRODUCTION

National Telecommunication Corporation (NTC) was established on 1st January 1996 through Pakistan Telecommunication (re-organization) Act 1996 Under section 5 (2) (a) of the subject Act. NTC provides Telecommunication Services to its designated customers in accordance with the rights and privileges granted to the Corporation vide Pakistan Telecommunication (re-organization) Act 1996 and the license issued by the Pakistan Telecommunication Authority (PTA). NTC is registered with Federal and all Provincial Sales Tax Authorities like Punjab Revenue Authority, Sindh Revenue Board, Baluchistan Revenue Authority and Khyber Pakhtunkhwa Revenue Authority

## 3 SCOPE OF WORK

- 3.1 NTC intends to undertake Provision of Intranet Connection (AIMS Project) & Voice Services to Newly Established DCMA Office at Army Garrison Sargodha as per **BOQ (Annex - A) and drawings (Annex - B)**:

Section	Description of Work	Project Director / Ultimate Consignee
I	Provision of Intranet Connection (AIMS Project) & Voice Services to Newly Established DCMA Office at Army Garrison Sargodha	Divisional Engineer Phones NTC Faisalabad

- 3.2 The incumbent bidder is bound to offer the price of all work(s) mentioned in scope of work as per attached **BOQ (Annex - A) and drawings (Annex - B)**, in line with PTCL & NTC specifications.
- 3.3 For the execution of the work (s) / section(s) the bidder shall undertake to deliver store and services including installation material etc, as per attached detailed **BOQ (Annex - A) and drawings (Annex - B)**, which shall be necessary for the complete functioning of project. Any fitting, accessory part, hardware, missing in the **BOQ (Annex - A) and drawings (Annex - B)**; 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 CRITERION OF BIDDERS

Invitation to submission of e-bids is open to all firms in Pakistan who meet following conditions: -

- 4.1 The work will be awarded to financially lowest and technically qualified firms only. The technical evaluation will be made as per following criteria:

S#	Description	Marks	Weight age	Breakup of weight age	Documents to be provided
i.	Registration with PEC in relevant category (Telecom / Civil)		Mandatory	-	The valid registration to be attached with bids
ii.	Registration with Tax authorities		Mandatory	-	-Do-
iii.	Having at least 03 x Years relevant experience of minimum 03 x similar works in Pakistan.		Mandatory		The detail may be provided
iv.	Never been black listed		Mandatory	-	Declaration on stamp papers duly attested be attached with the bid.
v.	Having established office in the Pakistan.		Mandatory	-	The list of offices with addresses and contact info be attached with the bid.
vi.	The firm must be operated by Pakistani National(s)		Mandatory	-	The detail may be provided
vii.	Never involved in litigation with NTC		Mandatory	-	Certificate be attached with the bid.
viii.	Additional marks will be given to the firm based on more than 03 x years' experience	50	0-50	Upto 50 marks will be added according to experience	Proof of experience may be provided.
ix.	List of employees having at least one registered Telecom/Electronics / Electrical / Computer engineer having 2 years' experience	80	60-80	60 Marks for 01 x Engineer.	PEC number of Engineers may be provided.
				Additional 20 Marks for more than 01 x Engineer	
x.	The detail of equipment and plants be also provided ('Insulation tester, OTDR, splicing machine, route locator and other such equipment essential for execution of laying work).	50	30-50	Additional 20 marks will be given to the firms having additional relevant equipment/plants.	The detail may be provided
<b>Total</b>		<b>180</b>			

- Non-compliance to the mandatory clauses will lead to disqualification.
- 70% marks in other than mandatory clauses are required for a firm to be qualified.

- 4.2 Incorporated under companies' ordinance, 1984. "Case to Case basis" (if applicable)
- 4.3 Never been black listed from any government organization and will submit certificate on legal paper to this effect.
- 4.4 The bidder preferably has office in Punjab/ Islamabad. The bidder to provide the complete address of its regional office (s) along with contact number (s).
- 4.5 Duly authorized from the principal firm (original equipment manufacturer) & will furnish valid certificate of authorization. (if applicable)

**Note: Bidder must submit documentary proof against Sr.# 4.1 to 4.5. 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.**

- 4.6 All goods, materials and store items including the spares (if any) shall have make and origin of any country fulfilling the specifications, except Israel and India. 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, then bidder shall provide an affidavit in this regard)

## 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 **DE Phones NTC Faisalabad (Tel: 041-9201234, Fax: 041-9201235)**.
- 6.2 The concerned NTC officer will respond to any request for clarification on EPADS, which receives well before (approximate 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 the tender documents by issuing addendum/amendment on EPADS.
- 7.2 Any addendum/amendment thus issued shall be part of the tender documents. To afford bidders reasonable time in which to take an addendum into account in preparing their bids, the NTC may at its discretion extend the deadline for submission of bids.

## 8 COUNTRY OF ORIGIN

The bidder shall provide all the store / items mentioned **BOQ (Annex - A) and drawings (Annex - B)**, of Made in Pakistan 'or' otherwise mentioned the country of origin (Country of Manufacturer) of the offered/ quoted equipment & all allied accessories. Equipment or any of its unit components quoted by bidders must not be manufactured in Israel or India. Furthermore, the Bidder/Principle must not have any linkage with Israel or India regarding ownership, sponsoring and financing. In case any item may not confirms its country of origin, 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).

## 9 PREPARATION OF BID

9.1 Bids should be prepared considering “**Single Stage- Single Envelope**” procedure.

- (a) The bid shall comprise a single package. The envelope shall contain technical proposal as well as financial proposal.
- (b) The envelope shall clearly mention the name of bidder and necessary information in bold and legible letters.
- (c) NTC shall evaluate the technical as well as financial proposal in a manner prescribed in tender document, with reference to eligibility criteria and the price and reject any proposal which does not conform to the specified requirements.
- (d) During the technical evaluation, no amendments in the proposal shall be permitted.
- (e) The bidder must participate in all section(s) listed under scope of work. Financial evaluation of sections shall be carried out collectively.
- (f) The bidders must submit bids signed by the authorized representative(s) of bidder.

9.2 Following documents shall be furnished / uploaded with the bid on the EPADS:

- a) Duly filled Bill of Quantity against all section(s) listed under scope of work.
- b) The original bid shall be either typed clearly on bidder’s letter head or hand filled clearly on **BOQ (Annex - A) and drawings (Annex - B)**, and duly signed and stamped by authorized representative of the bidder.
- c) Duly filled and signed Compliance sheet with remarks & reference as per **Annex - C**.
- d) Technical brochures of quoted material along with all supporting technical documents (if any).
- e) Tender security/ Earnest Money **(at least Rs. 36,000/-)**.
- f) Certificate of incorporation under companies’ ordinance, 1984. “Case to Case basis” (if applicable)
- g) GST/PST and NTN Certificate (s).
- h) Valid certificate of authorization from Principal/ Manufacturer (if applicable).
- i) Previous record for such type of project’s execution by the bidder.
- j) Company Profile.
- k) Certificate on legal paper for never black listed nor involved in litigation any Govt./ Semi Government/ Defense organization of Pakistan.
- l) Undertaking of no business relations, manufacture, technical assistance etc. from India& Israel.

- m) Every page/ document of the bid shall be numbered & duly signed by authorized personnel along with the company seal.

**NOTE:** *Every participant bidder shall submit all above mentioned documents and samples. Non-submission of any of above documents or samples at the time of bid opening will lead to declaration of bidder as non-responsive & non-consideration for further evaluation.*

## 10 PRICE

- 10.1 Prices should be quoted in Pak Rupees on FOR/DDP basis as per section wise **BOQ (Annex - A) and drawings (Annex - B)**, mentioned in scope of work on Turnkey basis.
- 10.2 The price quoted should be firm, final, and clearly typed without any ambiguity.
- 10.3 The price should include all the government taxes (including GST, PST where applicable), duties, delivery and installation charges etc & shall clearly mention GST or incorporated in prices.
- 10.4 The rates / prices shall be entered against each item in the **BOQ (Annex - A) and drawings (Annex - B)**, as per section wise annexure mentioned in the scope of work. Any item against which no rate or price is entered and left blank by the bidder even mistakenly shall be deemed covered by the highest rates / prices for that item in the other quotation/tender for evaluation purpose and bidder shall be bound to provide that item free of cost.
- 10.5 The bidder shall be deemed to have obtained all information (site etc) as to all the requirements thereto which may affect the bid price.
- 10.6 If Price of any or all items quoted in a currency other than PKR shall be converted into PKR and for calculation purpose (Financial Evaluation) conversion rate (i.e. selling) prevailing on the date of tender opening shall be applied. The rates of State Bank of Pakistan / National Bank of Pakistan will be applicable.
- 10.7 Price of other currency or any material on the date of payment or during course of execution will not be affected/change the bid or contract value.

## 11 BID SECURITY

- 11.1 The bidder shall furnish tender security amounting to **PKR. 36,000/- (Pak Rupees Thirty-Six Thousand Only)** in the form of Pay Order or Deposit at Call or a Bank guarantee as per Annexure - D issued by a scheduled bank of Pakistan or from a foreign bank duly counter guaranteed by a scheduled bank in Pakistan in favor of NTC valid for a period of at least 15 x Months from tender opening date.
- 11.2 The Original Bid Security shall be delivered in person or sent by the registered mail which should reach the office of **DE Phones NTC Tower Road Tariqabad Faisalabad** on or before **1100 hours on 07-07-2026**. 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
- 11.3 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.
- 11.4 The tender securities / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of tender security whichever is earlier. The tender securities of bidders, who are not in competition, can be returned earlier at NTC discretion upon receiving a request.
- 11.5 The tender security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed contract agreement.
- 11.6 All correspondence regarding release/extension of bid security shall be made with DE Phones NTC Faisalabad.
- 11.7 The tender security may be forfeited:
- If a bidder withdraws their bid during the period of bid validity.
  - If the bidder does not accept the correction of their bid price.
  - In the case of successful bidder, if bidder fails to furnish the required performance security or sign the contract agreement.
  - If bidder does not respond to clarifications called by NTC.

## 12 VALIDITY OF BIDS

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

## 13 EXTENSION IN DEADLINES

NTC on its own initiatives or on the request of any prospective bidder shall extend the deadline for submission of bids prior to the deadline, which will be communicated to all prospective bidders well in time. In extension of deadline all the rights and obligation of NTC and bidder(s)/firm(s)/contractor(s) subject to the original deadline will now subject to the extended deadline.

## 14 DEADLINE FOR SUBMISSION OF BID

- 14.1 The bid shall be uploaded in PDF format on PPRA EPADS website i.e. on or before **11: 00 hours on dated 07-07-2026**.
- 14.2 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.
- 14.3 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.

## 15 OPENING OF BID

- 15.1 The NTC tender committee will download the bids at **1130 Hours on 07-07-2026** in the presence of bidders' representatives who choose to attend, at the Office of **DE Phones NTC Tower Road Tariqabad Faisalabad**.
- 15.2 NTC reserves the right to reject any one or all bids prior acceptance of a bid / proposal.
- 15.3 NTC reserves the right to reject any one or all bids as per Public Procurement Rules, 2004 33(1).

## 16 RESPONSIVENESS OF BIDS

- 16.1 The tender security is submitted.

- 16.2 The bid is valid till required period.
- 16.3 The bid prices are firm during its validity and inclusive of all taxes, duties etc.
- 16.4 The bidder is qualified for tender and possesses the requisite experience.
- 16.5 The bid does not deviate from basic tender requirements.
- 16.6 The bid is generally in order etc.

**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."**

## **17 EVALUATION CRITERION FOR MOST ADVANTAGEOUS BIDDER**

- 17.1 The tender evaluation committee will evaluate and compare only the bids previously determined to be substantially responsive.
- 17.2 Evaluation will be carried out on **qualification, quality and cost basis**.

17.3 The **Most advantageous bidder** shall be the one fully compliant to **qualification criteria**, complaint to **quality evaluation criteria** and **highest ranked** in cost evaluation criteria as defined below:

### **17.4 Qualification Evaluation Criteria:**

In first step, the received bids shall be evaluated on qualification criteria mentioned 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.**

### **17.5 Quality Evaluation Criteria:**

It will be examined in detail whether the offered/quoted solution by the bidder complies the Technical Specification/BOQ as enunciated in **Annex - A**. For this purpose, the bidder's data submitted with the bid will be compared with terms and conditions set forth in the tender documents; supported documents & clarification will be sought in case compliance is not evident from the literature / documents. Bidders obtaining minimum 70% marks in the quality evaluation criteria besides complying all mandatory clauses will be considered technically qualified. **Any technical proposal obtaining less than 70% marks against above Quality Evaluation Criteria will be rejected by NTC.**

### **17.6 Cost Evaluation Criteria:**

Cost evaluation of the bids shall be carried out by comparison of bids' evaluated prices as per bill of quantity at **Annex - A**. The bidder with lowest financial price will be declared as **highest ranked** and so on.

- 17.7 Any effort by a bidder to influence NTC in the tender evaluation, bid comparison or order award decision may result in the rejection of their bid.
- 17.8 Bids shall be evaluated as per BOQ at **Annex - A**.
- 17.9 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.

## **18 CLARIFICATIONS / CORRECTIONS OF BID**

- 18.1 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 and no change in the price or substance of the bid shall be sought, offered or permitted.
- 18.2 Arithmetical errors will be rectified on the following basis:
- 18.3 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.
- 18.4 If the bidder does not accept the corrected amount of bid, their bid will be rejected and its tender security forfeited.

## **19 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)**.

## **20 VARIATION ORDER**

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

## **21 AWARD CRITERIA & NTC'S RIGHT**

- 21.1 The contract will be awarded to Most Advantageous Bidder.
- 21.2 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.

## **22 NOTIFICATION OF AWARD & SIGNING OF CONTRACT AGREEMENT**

- 22.1 Prior to expiration of the period of tender validity prescribed by NTC, the NTC will notify the successful bidder in writing "Letter of Intent" through EPADS that their bid has been accepted. The bidder shall accept the LOI through EPADS.
- 22.2 The contract shall be signed with the successful bidder upon furnishing of acceptable performance security.

## **23 ENGINEERING SURVEY**

- 23.1 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.

- 23.2 For survey, prospective bidders may coordinate with **DE Phones NTC Faisalabad** for coordination and assistance on sites (**Address: Tower Road Tariqabad, Faisalabad Tel:041-9201234, Fax: 041-9201235**).

## 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 DE Phones NTC Faisalabad) a performance security equivalent to 10% of the total tendered 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 Annex-D**) 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 DE Phones NTC Faisalabad.
- 1.4 In the event of the Contractor's failure to execute a formal contract or to make a 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 The Performance Security shall be released after expiry of the Maintenance / Warranty period, subject to issuance of Final Acceptance Certificate (FAC), by DE Phones NTC Faisalabad.

OR

- Performance security/ Bank Guarantee shall be released upon issuance of PAC after completion of work and amount equivalent to 10% work completion will be retained from the final bill till expiry of warranty period of 01 x year and issuance of 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 DE Phones NTC Faisalabad.

## 2 CONTRACTORS RESPONSIBILITIES

- 2.1 The contractor shall complete the work in accordance with the contract **BOQ (Annex - A) and drawings (Annex - B)**, 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. Depts./ Entities etc. and acquiring NOC/Permission (involving smooth accomplishment of project), The contractor will provide the information /detail(s) of his labor within 03 x days on such requirement at his own cost. Any delay in provision of labor information will be considered on part of the contractor.

## 3 NTC's RESPONSIBILITIES

NTC shall coordinate and facilitate the contractor for smooth execution of works.

## 4 TRANSPORTATION / PACKING

All types of transportation for delivery of hardware at final destination will be the responsibility of the contractor. Contractor shall ensure proper / international packing of equipment to avoid deterioration of equipment etc.

## 5 TIME FOR COMPLETION

The Contractor shall complete the work as mentioned in the Work Order from the date of signing of Contract or issuance of Work Order whichever is later.

## 6 WARRANTY

- 6.1 The Contractor will warrant that all goods supplied under the contract are brand new, un-used, and incorporate all the latest improvements in design and materials unless provided otherwise in the contract. (The contractor shall also furnish undertaking that the store supplied is not stolen/ smuggled).
- 6.2 This warranty shall remain valid for 01 (One) Year after issuance of acceptance certificate by ultimate consignee(s) certifying the successful completion of work.
- 6.3 Upon receipt faulty notice, the Contractor shall, with all reasonable speed, repair or replace, at the NTC's Consignee's store as the case may be at that time, the defective goods or part thereof, without costs to NTC.
- 6.4 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.
- 6.5 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 of defect within twelve months' warranty period from the acceptance of the corrected defect.

## 7 LIQUIDATED DAMAGES

Unless the failure to complete the work is caused by force majeure or delay is not on part of NTC, the contractor shall pay to NTC as liquidated damages a sum up equivalent to @ 0.5% per day of the delay to maximum of 10% of total contract value and the same will be recovered from the Contractor at the time of payment. In case of force majeure the LD charges may be waived off by NTC on receipt of request from contractor with documentary evidences. If the delay is on the part of NTC, and agreed by NTC, then for that time no liquidated damages will be paid to NTC. NTC shall have discretion to impose/waive off LD Charges based on the performance of contractor.

## 8 PROVISIONAL ACCEPTANCE CERTIFICATE

- 8.1 **Director 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 team shall confirm the quantities and functioning of equipment, network, work as per clause # 3 "Scope of Work" and will mention discrepancies, if any. **DE Phones NTC Faisalabad** will issue the PAC, upon completion of work subsequent to successful conduct of PAT and final inspection including verification of contract **BOQ (Annex - A) and drawings (Annex - B)** as per site requirement.
- 8.2 On "Successful Conduct of PAT", Final Inspection and provision of NOC/ ROW documents (where applicable), the "Provisional Acceptance Certificate" will be issued within 15 x days.
- 8.3 If the equipment / network / works (section wise / as per Work Order) is commercially launched before the PAT/inspection, the date on which the equipment/ network/ works is commercially launched will be considered the date of PAC.
- 8.4 In case Provisional Acceptance Certificate is not issued within Fifteen (15) days, **DE Phones NTC Faisalabad** shall inform in-writing of the specific reason(s) for the delay within 05 days after receipt of request from the Contractors.
- 8.5 NTC reserves the rights to reject any item 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.
- 8.6 The Provisional Acceptance Certificate (PAC) will be valid for warranty period of 01 year.

## 9 TERMS OF PAYMENT

Payment shall be made in the following manners.

- 9.1 The execution of work by contractor shall not be conditional to payment of running bills by NTC.
- 9.2 100% payment shall be made to the contractor after issuance of PAC by **DE**

## Phones NTC Faisalabad.

- 9.3 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 **DE Phones NTC Faisalabad**.
- 9.4 Taxes will be deducted as per government rules at the time of payment.
- 9.5 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 also bound to provide the Annexure-C (submitted status) / E-return of each invoice at the time of payment.
- 9.6 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.

## 10 FINAL ACCEPTANCE CERTIFICATE

- 10.1 The contractor may notify the **DE Phones NTC Faisalabad** at-least 15 days before the expiry of warranty period for the issuance of final acceptance certificate. Upon such notification from contractor, the **DE Phones NTC Faisalabad** will issue Final Acceptance Certificate in favour of contractor subject to satisfactory completion of warranty period as per requirement of contract. Alternatively, the concerned **DE Phones NTC Faisalabad** will notify the contractor for the discrepancies that still remain un-resolved and contractor will rectify the discrepancies.
- 10.2 On issuance of Final Acceptance Certificate, contractor shall request for release of performance security.

## 11 DEFAULT BY CONTRACTOR

- 11.1 If the contractor fails to execute the work as per clause # 3 “Scope of Work”, refuses or fails to comply with a valid instruction of the NTC, the NTC may give notice, stating the default.
- 11.2 If the contractor has not taken all practicable steps to remedy the default within 14 x days after receipt of NTC notice, NTC may be after issuance of second notice cancel the contract/ work order and performance security will be forfeited. Clause-19 of PPRA rules 2004 may also be invoke as described.

## 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 Chairman/MD NTC. Only Chairman/MD 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.
- 12.7 This Agreement shall be governed under Pakistani law and the Courts at Islamabad shall have exclusive jurisdiction over any matter that may need to be referred to a Court under this Agreement.

### 13 FORCE MAJEURE

- 13.1 The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 13.2 If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as for as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure.
- 13.3 The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Pakistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other cause similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome.
- 13.4 The term of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding 12 (twelve) months from performing or accepting performance, the party concerned shall have the right to terminate this contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement
- 13.5 If a Force Majeure situation arises, the Contractor shall promptly notify NTC in writing of such conditions and the cause thereof. Unless otherwise directed by NTC in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### 14 **TERMINATION FOR INSOLVENCY**

The NTC may at any time terminate the contract by giving written notice to the contractor, without any compensation to contractor. If the contractor 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**

The NTC may send a written notice to the contractor and 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 Director:** DE Phones NTC  
Tower Road, Tariqabad Faisalabad  
Tel # 041-9201234, Fax # 041-9201235.

#### 17 **DEBARMENT / BLACKLISTING OF FIRM**

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

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

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

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

## 18 REPEAT ORDER

NTC may place repeat order in accordance with PPRA Rules 2004.

## 19 INTEGRITY

19.1 The Contractor hereby declares that it has not obtained or induced the procurement of this Contract or a right, interest, privilege or other obligation or benefit under this Contract from Government of Pakistan or any administrative subdivision or agency thereof or any other owned or controlled by it (GoP) through any corrupt business practice.

19.2 Without limiting the generality of the foregoing the Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of this Contract or a right, interest, privilege or other obligation or benefit under this Contract in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

19.3 The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this Claus.

## 20 DECLARATION OF BENEFICIAL OWNERS' INFORMATION

20.1 The "Declaration of Beneficial Owners' Information of Public Procurement Contract Awarded Regulations, 2022" require that the contractor shall be bound to provide beneficial ownership information as per Performa attached as **Annex - F**.

### SECTION-III

#### **IMPORTANT CONDITIONS OF CONTRACT**

#### **1 DEFINITIONS & INTERPRETATION**

- (a) 'EMPLOYER' means the National Telecommunication Corporation (NTC) and includes the NTC, representative or successors. The words 'EMPLOYER' and NTC are synonymous throughout the contract.
- (b) 'CONTRACTOR' means the person or persons/ firm or company whose Tender (as hereinafter defined) has been accepted by the NTC and includes the contractor's personal representative, successors and permitted assignees.
- (c) 'ENGINEER' means the **DE Phones NTC** of the National Telecommunication Corporation.
- (d) 'Representative' of the Engineer' means any Divisional Engineer / Assistant Divisional Engineer / Assistant Engineer and/or any other duly authorized Agent or Agents appointed from time to time by the **DE Phones NTC** to perform the duties set forth in following clause 2 thereof.
- (e) 'WORKS' means the works to be executed in accordance with the Contract.
- (f) 'CONTRACT' means the agreement between NTC and the Contractor for execution of the works incorporating the Conditions, Specifications, Drawings, priced Bill of Quantities, Schedule of Rates and prices (if any), Tender, Letter of Acceptance and such other documents expressly incorporated by the letter of Acceptance.
- (g) 'CONTRACT PRICE' means the sum named in Tender subject to such additions thereof or deductions there from as may be made under the provisions hereafter contained.
- (h) 'CONSTRUCTIONAL PLANT' means all appliances or things of what-so ever nature required in or about the execution, completion or maintenance of the works or Temporary works (as thereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (i) 'TEMPORARY WORKS' means all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- (j) 'DRAWINGS' means the drawings referred to in the specifications and any modifications of such other drawing approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by Engineer.
- (k) 'SITE' means the lands and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the NTC for the purposes of the contract.
- (l) 'APPROVED' means approved in writing including subsequent written confirmation of previous verbal approval and 'approval' means approved in writing including as aforesaid.
- (m) 'TENDER' means the "Offer Tendered" by Contractor for the works governed by the contract.
- (n) 'Specifications means the specifications of the works included in the contract and any modification (s) made as per contract.

#### **2 DE NTC AND REPRESENTATIVE OF THE OF DE NTC**

- 2.1 DE Phones NTC being Project Director (PD) would execute the work(s) as per contract. The duties of DE Phones NTC or his Representative is to watch and supervise the works and to test and examine any material to be used or workmanship employed in connection with the works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the contract

except as expressly provided hereunder or elsewhere in the contract or order any work involving delay or any extra payment by the NTC and not to make any variation in the works.

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

- (a) Failure of the Representative of the DE NTC to disapprove any work or materials shall not prejudice the power of the DE NTC thereafter to disapprove such work or material and to order the pulling down, removal or breaking up thereof.
  - (b) If the contractor shall be dissatisfied by reason of any decision of the Representative, he shall be entitled to refer the matter to the DE NTC in writing who shall thereupon confirm, reverse or vary such decision.
- 2.2 Approval, reviews and inspection of the DE NTC/his Representative /NTC of any part of the work does not relieve the contractor from his sole responsibility of execution of the remaining works or testing and commissioning of the works as per contract. However, the contractor shall be compensated if any loss/damage occurred due to the decision of DE NTC.
- 2.3 The Contractor shall execute, complete and maintain the works strictly in accordance with the Contract to the satisfaction of the DE NTC and shall comply with and adhere strictly to the instructions and directions of the DE NTC/or, on any matter (whether mentioned in the Contract or not) touching or concerning the works. The Contractor shall take instructions and directions only from the DE NTC/ or (subject to the limitations referred in clause 2 hereof) from his representative.

### **3 DRAWING AND TEST DOCUMENTS**

- 3.1. The DE NTC shall furnish one copy of the approved plan/drawing to the contractor immediately after signing of the contract agreement and the DE NTC shall have full power and authority to supply the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of, proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.
- 3.2 The contractor shall submit drawing/plan/test protocol (As Built, Schematic, Jointing Diagram or any such documents) to DE NTC/his Representative and the DE NTC shall signify his approval/or disapproval as case may be. Approved drawing shall be signed by DE NTC/ his Representative and the contractor shall provide the three extra copies. Any disapproved drawing shall be modified to meet the requirement of the DE NTC and should be resubmitted for the approval of the DE NTC.

- 3.3 Unless otherwise agreed, the works shall not be considered completed for the purpose of taking over until such drawing/test results have not been provided to NTC and approved by NTC/DE NTC.

#### **4 CONTRACT AGREEMENT**

The Contractor shall, within seven days of initiation of letter of Acceptance, enter into and execute a contract agreement (to be prepared at the cost of the Contractor) in the form prescribed with such modifications and with attachments as may be necessary and as required by the DE NTC.

#### **5 CONTRACTOR OBLIGATION**

- 5.1 The contractor shall commence the work on the specified date as per contract and shall proceed with due expedition and without delay.
- 5.2 The contractor shall, in accordance with the contract, with due care and diligence, complete the 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 equipment, superintendence, labors and materials necessary for accomplishment and testing of the work as per contract.
- 5.3 The contractor shall set out the works in relation to approved drawing/plan/alignment and specifications given by DE NTC in writing. If during the execution, an error appears in position/alignment the contractor shall rectify the error and he shall born the cost except error results from incorrect information from NTC/DE NTC in which case the cost shall with benefit shall be borne by NTC. The checking of any setting out by DE NTC /his Representative shall not relieve the Contractor of his responsibility for accuracy thereof.

#### **6 SITE DATA**

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 and obtain all necessary information as to risk contingencies and other circumstances which may influence or affect his Tender .

#### **7 SUFFICIENCY OF CONTRACT PRICE**

- 7.1. The Contractor shall be deemed to have satisfied himself before tendering as of the correctness and sufficiency of his Tender for the work and of the rates and prices stated in the priced Bill of Quantities and the Schedule of Rates (if any) which rates and prices shall except in so far otherwise provided in the Contract cover all his obligations of the Contract and all matters and things necessary for the proper completion and maintenance of the works.
- 7.2 The Contractor shall be deemed to have satisfied himself on and taken account of in his tender:
- all the circumstances and conditions affecting the Contract Prices.
  - the possibility of carrying out the works as per contract.

- c. general circumstances at the site.
  - d. the general labor position at the site.
- 7.3 The contractor from time to time during the progress of the work shall clear away and remove all surplus material and rubbish from the site. On completion of the work the contractor shall leave the whole site clean in workman like conditions up to the satisfaction of DE NTC.
- 7.4 The contractor shall during execution of the work display proper signboards showing the contractor and NTC names and the works.
- 7.5 Facilities to inspect the Works shall at all times be afforded by the Contractor.

## **8 PROGRAM BE FURNISHED**

- 8.1 As soon as practicable after the acceptance of his Tender the Contractor shall if required submit to the PM/Engineer, for his approval, a program showing the order of activities, procedures and method in which he proposes to carry out the works and shall whenever required by the DE NTC or his Representative, furnish in writing for his information particulars of the Contractor's arrangements for carrying out the works and that of the constructional plant and temporary works which the Contractor intends to supply, use or construct as the case may be. The submission to and approval by the DE NTC or his representative, of such program or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.
- 8.2 The Contractor shall submit to the DE NTC the weekly progress showing the works accomplished in the last two weeks (with color photo graphs of the work) and execution schedule for the month, in the first week of each month.

## **9 CONTRACTOR'S SUPERVISOR AT SITE**

- 9.1 The contractor shall employ one or more competent and skilled Representative to superintend the works on site and their names shall be communicated to DE NTC before commencement of works on the site. Any instruction or notice which DE NTC gives to such Representative(s) shall be deemed to have been given to the Contractor. The contractor's Representative shall be approved by DE NTC (which approval may be at any time withdrawn) and who shall be present at the site at all the working hours.
- 9.2 The Contractor on the written instruction of DE NTC shall remove from the works any person (s) employed by him in the execution of works who misconduct himself or is incompetent or negligent.

## **10 WATCHING, LIGHT AND SAFETY PRECAUTIONS**

- 10.1 The contractor shall in connection with works provide and maintain at his own cost, all lights, guards, fencing and watch and ward when and where necessary or required by the DE NTC or his Representative or for the protection of the works or for the safety and convenience of the public or others.
- 10.2 In order to provide for the safety, health and welfare of persons and for prevention of damage of any kind, all operations for the purposes of or in connection with the contract shall be carried out in compliance with the safety requirement of Government of Pakistan with such modifications hereto as NTC/DE NTC may direct such measures reasonably necessary for such purpose.

- 10.3 The contractor shall ensure the following before the labor is deployed for work / excavation. The work shall be got executed through skilled persons sufficiently trained in this special type of work.
- (i) Arrange for safety & traffic sign boards as per site conditions.
  - (ii) Marking of trench line as per plan / route drawing.
  - (iii) Avoid disturbing the other services however arrange suitable diversion if required.
  - (iv) Arrangement of immediate removal of executed soil to ensure smooth passage / traffic etc.
  - (v) Straight & leveled trench be prepared as per approved dimensions by removing all kind of gravel / stones.

## 11 COMPLIANCE WITH STATUTES, REGULATION & LAW

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

## 12 CARE OF WORK

- 12.1 From the commencement to the completion of the works the contractor shall take full responsibility for the care thereof and of all temporary works and in case any damage, loss or injury shall happen to the works or to any part thereof of all any temporary works from any case what so ever ( save and except the accepted risks as defined in sub-clause (12.2)) shall at his own cost repair and make good the same so that at completion the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and the instructions of the DE NTC. The contractor shall also be liable for any damage to the works occasioned by him in the course of any operation carried out by him for the purpose of complying with his obligation under clause hereof.
- 12.2 The 'accepted risks ' are war hostilities (whether war be declared or not) invasion act of foreign enemies, rebellion, revolution, insurrection or, civil war (otherwise than among the contractors own employees) riot, commotion or disorder or use of occupation by the NTC of any portion of the works in respect of which a certificate of completion has been issued or any such operation of the forces of nature as responsible foresight and ability on the part of the contractor could not foresee reasonably provide against all of which are herein collectively refer to as ' the accepted risks'.

## 13 DAMAGE TO PERSONS OR PROPERTY AND INSURANCE

- 13.1 The contractor shall be responsible for any injury to persons, animals or things/property and for all structural and decorative damage to property, which may arise from the operations and due to his neglects or of any nominated sub-contractor's employees. Whether such injury or damage arising out of carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this Contract. This clause shall be held to include, inter- alia, any damage to buildings whether immediately adjacent or otherwise and any damage to roads, streets, foot-paths, bridges or ways as well as all damage caused to the building and

- works forming the subject of this Contract by frost or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to person or property as afore-said, and also in respect of any claims made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damage consequent upon such claim for the period of construction/execution of works and also during the period of maintenance for loss or damage arising from a cause occupying prior to the commencement of the period of maintenance.
- 13.2 The contractor shall reinstate all damages of every sort mentioned in the clause so as to deliver up the whole of the contracted works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the properties of third parties.
- 13.3 The contractor shall indemnify NTC against all claims which may be made against the Employer by any member of the public or the third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with an approved office, policy of insurance in the joint names of the Employer and the contractor against such risks and deposit such policy or policies with the Engineer from time to time during the currency of the contract. The contractor shall similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other Statute in force during the currency of this contract as common law in respect of any employee of the contractor or any sub-contractor and shall at his own expense effect and maintain until the virtual completion of the contract, with an approved office. A policy of insurance in the joint names of the employer and the contractor against such risks and deposit such policies with the Engineer from time to time during the currency of this contract.
- 13.4 The contractor shall be responsible for anything which may be excluded from the insurance policies, above referred to, and also for all other damages to any property arising out of and incidental to the negligent or defective carrying of this contract. He shall also indemnify the NTC in respect of any costs charges of expense arising out of any claim or proceedings and also in respect of any award of or compensation of damages arising there from.
- 13.5 NTC shall be at liberty and empowered to deduct the amount of any damage, compensation cost, charges and expenses arising or accruing from or in respect of such claim or damage from any such sums due or to become due to the contractor.
- 13.6 Unless otherwise specified, the insurance shall be for the following amount in respect of original works costing more than Rs. Five Hundred Thousand (Rs. 500,000/-) excluding repair and petty works.
- The works and temporary works to the full value of such works executed from time to time.
  - 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.
  - Third party insurance for at least the amount stated in the tender.

- 13.7 The contractor shall (except if and so far as the specification provides otherwise) indemnify and keep indemnified the NTC against all losses and claims for injuries or damage to any person or any property what so ever (other than surface or other damage to land being or crops being on the site suffered by tenants or occupiers) which may arise out of or in consequence of the construction and maintenance of the works and against all claims demands proceedings damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- 13.8 The contractor shall at the time of signing the contract, insure the works and keep them to be insured until the virtual completion of the contract against loss or damage by fire in and office to be approved by DE NTC in the joint names of NTC and contractor ( the name of the former being placed first in the policy ) for the full amount of the contract and for any further sum if called upon to do so by the employer, the premium of such further sum being allowed to the contractor as and authorized extra, such policy shall cover the property of the employer only, fees for assessing the claim and in connection with his services generally therein, and shall not cover any property of the contractor or of any sub-contractor of employer. The contractor shall despite the policy and receipts for the premium with the DE NTC within twenty-one days from the date of signing the contract unless otherwise instructed by the DE NTC. In case of default of the contractor insuring as provided above, the NTC may insure and may so deduct the premiums paid from any amounts due or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or the works reinstated by the insurance office should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred in all respects under the same condition of contract. The contractor, in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as DE NTC deems fit.
- 13.9 The amount so due as aforesaid shall be the total value of the work duly executed and of the contract materials and goods delivered upon the site for use in the works upon and including the date not more than seven days prior to the date of the said certificate less the amount to be retained by NTC (as hereinafter provided) and less any installments previously paid under this clause, provided that such certificates shall only include the value of said materials and goods as and from time to time as they are reasonably, properly and not prematurely brought upon the site and then only if properly stores are protected against the weather.

#### **14 PATENT RIGHTS AND ROYALTIES**

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

## 15 SUPPLY OF PLANT, MATERIAL & LABORS

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

## 16 CLEARANCE OF SITE ON COMPLETION

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

## 17 LABOUR

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

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

## 18 WORK MATERIAL AND PLANT

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

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

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

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

18.5 All plant to be supplied shall be manufactured and all work to be done shall be executed in the manner set out in the contract. Whether the manner of execution is not set out in the contract, works shall be executed in a proper and workman like manner in accordance with recognized good practice. The contractor shall submit

for approval of DE NTC, his detail method statement(s) for the execution of such items of work as may be desired by the DE NTC. Approval of such method statement(s) shall neither relieve the Contractor of his responsibilities under the contract nor form any basis for claiming additional costs.

- 18.6 The Contractor shall give DE NTC full opportunity to examine, measure and test any work on site which is about to be covered up or put out of the view. The contractor shall give due notice to DE NTC whenever any such work is ready for examination, testing or measurement and NTC/ DE NTC shall then, unless notified otherwise, carry out such examination, testing or measurement without any delay.
- 18.7 If DE NTC instructs the Contractor shall then expose any parts of the works. The contractor shall reinstate and make good such parts to the satisfaction of DE NTC/NTC and shall bear its expenses/cost.

## **19 INSPECTION AND TESTING DURING EXECUTION OR MANUFACTURING**

- 19.1 The DE NTC, his Representative and any person authorized by him, shall at all times have access to the works and to the site and to all workshop and places where work is being prepared or where materials are manufactured, article or machinery are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the right of such access.
- 19.2 The DE NTC shall be entitled during manufacturing or execution to inspect, examine or test the material and workmanship and check the progress of the manufacturing or execution to be delivered under the contract. This shall take place on the contractor premises, site or other places where plant or some parts of the plant is being manufactured and in such case the Contractor shall obtain permission for DE NTC/his representative to carry out such testing, inspection or measurement. No such inspection, testing or measurement shall release the contractor from any obligation under the contract.
- 19.3 The contractor shall provide such assistance, labor, materials, electricity, fuel, stores, apparatus and instruments as may be necessary to carry out the test efficiently.
- 19.4 When plant or part of the plant or the network or any material or part of the network has passed the tests referred in the sub clauses above, The DE NTC/NTC shall furnish to the Contractor a certificate or certify the contractor's testing certificate.
- 19.5 If, as a result of the inspection, examination or testing referred above, DE NTC declares that any Plant or Network or Part of the Plant/Network or any material is defective or otherwise not in accordance with the contract, he may reject such plant or network or part of the plant/network or material and shall notify the contractor immediately and the Contractor shall make the good the effect with full speed. DE NTC shall not reject any plant or network or any part for minor defects which do not affect the commercial operation of such plant or network but the decision to declare service affecting deficiency or otherwise shall rest with DE NTC.

## **20 REMOVAL OF IMPROPER MATERIAL OR WORK**

- 20.1 The DE NTC shall, during the progress of the work have power to order from time to time:

- a. The removal from the site within such time or times as may be specified of any materials which in the opinion of the DE NTC, are not in accordance with the contract.
  - b. The substitution of proper and suitable materials and
  - c. The removal and proper re-execution (notwithstanding any previous test thereof or interim payment there for) of any work which in respect of materials of workmanship is not in the opinion of the Engineer in accordance with the contract.
- 20.2 In case of default on the part of the contractor in carrying out such order, the DE NTC shall be entitled to employ and pay other person to carry out the same and all expenses consequent thereon or incidental thereto, shall be borne by the contractor and shall be recoverable from him by the NTC or may be deducted by NTC from any amounts due or which may become due to contractor.

## 21 SUSPENSION OF WORK

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

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

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

## 22 EXTENSION OF TIME FOR COMPLETION

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

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

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

## 23 RATE OF PROGRESS

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

23.2 Notwithstanding anything contained herein and in the event of the rate of progress of the works being such that in the opinion of the DE NTC the works cannot be completed by the prescribed time or 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 DE NTC may supplement the contractor's labor, plant, equipment and materials at the contractor's RISK AND COST. Further, the NTC shall have the power to terminate the contract and withhold payment of the contractor till the whole of the works have been constructed, completed and maintained in the manner laid down in the contract and the contractor shall be responsible for any loss or damage which the NTC may sustain on that account.

## 24 TEST ON COMPLETION

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

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

24.3 As soon as in the opinion of the DE NTC, the works have been substantially completed and satisfactorily passed any final test that may be prescribed under the contract, the DE NTC 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

DE NTC may give such certificate with respect to any part of the works before the completion of the whole of the works and shall upon the written application of the contractor give such certificate with respect to any substantial part of the works which has been completed to the satisfaction of the DE NTC and occupied or used by the NTC and when any such certificate is given in respect of a part of the works such part shall be considered as completed and the period of maintenance of such part shall commence from the date of such certificate.

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

## **25 MAINTENANCE AND DEFECTS LIABILITY PERIOD**

- 25.1 The defect liability Period or warranty period of the plant or network or works, except otherwise agreed, shall be one year from the date of taking over Certificate (Provisional Acceptance Certificate). Where any part of the works is taken over separately from the works the Defect Liability Period for that part shall commence from the date it was taken over.
- 25.2 The Contractor shall be responsible for making good any defect in or damage to any part of the works which may appear or occur during the Defect Liability Period and which arises from either: -
- Any defective materials, workmanship or design or
  - Any act or omission of the Contractor during the Defects Liability Period. The Contractor shall make good the defects or damages as soon as practicable and at his own cost.
- 25.3 The Defects Liability Period for the works shall be extended by a period equal to the period during which the works cannot be used by reason of a defect or damage.
- 25.4 If the Contractor fails to remedy a defect or damage within a reasonable time NTC may fix a final time for remedying such defect or damage. If the contractor fails to do so NTC may: -
- Carry out the work at the contractor's risk and cost at a reasonable manner and its cost shall be deducted from the Contract Price.
  - If the defect or damage is such that NTC has been deprived substantially the whole of the benefits of the works or the part thereof, NTC may terminate the Contract in respect of such parts of the works which cannot be put in intended use. NTC shall be entitled to recover all sums paid in respect of such parts of the works together with the cost of dismantling the same and clearing the sites and returning the plant to the Contractor or disposing it otherwise.
- 25.5 Until the Final Acceptance Certificate, the contractor shall have access to all parts of the works and to records of the working and performance of the works.
- 25.6 When the Defect Liability Period for the works or any part has expired and the Contractor has fulfilled all his obligations under the Contract for defects in the works or that part, DE NTC shall issue the Defects Liability Certificate.

## 26 ALTERATIONS, ADDITIONS AND OMISSIONS

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

- (a) Increase or decrease the quantity of any work included in the contract.
- (b) Omit any such work.
- (c) Change the character or quality or kind of any such work.
- (d) Change the levels, lines and dimensions of any part of the works and
- (e) Execute additional work of any kind necessary for the completion of the works.

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

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

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

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

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

## **27 PROPERTY IN MATERIAL AND PLANT**

- 27.1 Plant, temporary works and material to be provided in pursuant to the Contract shall become the property of the NTC when Plant, works and material delivered to the site, and the Contractor shall not remove any part thereof without the written permission of DE NTC.
- 27.2 The NTC shall not at any time be liable for the loss of or injury to any of the said plant, temporary works or materials.

## **28 CERTIFICATION AND PAYMENT**

- 28.1 The Terms of payment shall be as stated in the Preamble to conditions of Contract.
- 28.2 If at any time any payment would fall due for Works or portion of works and, if there shall be any defect in portion of such works in respect of which such payment is proposed, NTC may retain the whole or any portion of such payment and the sum retained so shall be paid to the Contractor after the said defect is removed.
- 28.3 The contractor shall submit to DE NTC or his representative, during the execution of the works, on-account bills signed by the contractor showing the quantities and values of the permanent work done on site as soon as measurements have been recorded.
- 28.4 The rates and prices in such on-account bills shall be in accordance with these in the priced bill of quantities so far rates and prices are applicable and on the approved rates and price for other items of work.
- 28.5 The quantities in such on-account bills shall be in accordance with the agreed measurement recorded by the representative of DE NTC.
- 28.6 The contractor will be paid on the certificate of the DE NTC, the estimated contract value of the permanent executed and in the addition such amount as the DE NTC may consider fair and reasonable for any temporary works for which separate amount are provided in the bill of quantities.
- 28.7 No certificate other than the Provisional Acceptance Certificate referred to in clause # 38 hereof shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as admission of the

performance of the contract or any part thereof or of the accuracy of any claim or demand made by the contractor or of additional or varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.

- 28.8 The contract shall not be considered as complete until Final Acceptance Certificate has been signed by the DE NTC and completed and maintained to his satisfaction. The Final Acceptance Certificate shall be given by the DE NTC after the expiry of the period of maintenance (or if different periods of maintenance shall become applicable to different parts of the works, the expiration of the latest such period) and full effect shall be given to this clause notwithstanding any previous entry on the works or the taking possession working or using thereof by NTC. The security deposit of the contractor shall be refunded after the Final Acceptance Certificate has been issued by the DE NTC after deducting any sums which may become due from contractor in terms of provision of clause # 33.4 & 33.5 hereof.
- 28.9 When the DE NTC has granted a certificate or certificates of completion for the whole of the works hereof and when the NTC has ascertained the estimated final sum due to the contractor, the NTC shall after allowing for the amount of all previous on-account bills and certificates and after allowing for all other payments due from the contractor to the NTC pay to the contractor such a sum out of the balance so calculated as remaining due to the contractor.
- 28.10 Unless otherwise agreed between the NTC and the contractor all payments, NTC will pay the payment for each certificate within 21 x days of issuance of such certificate.

## 29 MEASUREMENT

- 29.1 The quantities set out in the bill of quantities are the estimated quantities of work but they are not to be taken as the actual and correct quantities of the work to be executed by the contractor in fulfillment of his obligations under the contract.
- 29.2 The DE NTC shall accept, as otherwise stated, ascertain and determine by measurement the value of work done in accordance with the contract. He shall when he requires any part or parts of the work to be measured, give notice to the contractor or authorized agent or representative who shall forthwith attend or send a qualified agent to assist the DE NTC or his representative in making such measurement and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such agent then the measurement made by the DE NTC or approved by him shall be taken to be the correct measurement of the works.

## 30 PROVISIONAL SUMS

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

### 31 REMEDIES AND POWERS

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

- a) Has abandoned the contract.
- b) Without reasonable excuse has failed to commence the work or has suspended the progress of the work for 14 x days after receiving from the DE NTC written notice to proceed; or
- c) Has failed to remove materials from the site or to pull down and replace work for 28 x days after receiving from the DE NTC written notice that the said materials or work had been condemned and rejected by him under these conditions; or
- (d) Is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract;
- e) has to the detriment of good workmanship or in defiance of the DE NTC 's instruction to the contrary sub-let any part of the contract than the DE NTC may after giving 14 x days' notice in writing to the contractor enter upon it and the works and expel the contractor there from without thereby avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contract or affecting the rights and powers conferred on the NTC or the DE NTC by the contract and may himself complete the works or may employ any other contractor, to complete the works and the NTC or such other contractor may use for such completion so much of the construction plant, temporary works and materials which have been deemed to become the property of the NTC under the provisions of the contract as he or the NTC may think proper and the NTC may at any time sell all or any of the said constructional plant temporary works and un-used materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to the NTC from the contractor under the contract.

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

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

## **32 RISK AND RESPONSIBILITY**

- 32.1 The risk of loss of or damage to physical property and of death and personal injury which arise in consequence of the performance of the Contract shall be allocated between NTC and The Contractor as mentioned in sub-clause 32.2 and 32.3
- 32.2 The NTC's risks are
- a. Wars and hostilities (whether war be declared or not) invasion, act of foreign enemies.
  - b. Rebellion, revolution, insurrection, military or usurped power or civil war.
  - c. Ionizing radiation or contamination by radioactivity from any nuclear fuel, radioactive toxic explosives or other hazardous properties of explosive nuclear assembly or nuclear component thereof.
  - d. Riots, commotion or disorder, unless solely restricted to the employees of the Contractor or his subcontractors.
  - e. Use or occupation of the work or any part thereof by the NTC.
  - f. Fault, error, defect or omission in the design of any part of the work by NTC or by whom NTC is responsible for which the Contractor has disclaimed responsibility in writing in a reasonable time after the receipt of such design.
  - g. Right of way if NTC is responsible.
  - h. The act, neglect or omission or breach of Contract or statutory duty of NTC or other contractor employed by NTC.
- 32.3 The Contractor's risk is all risk other than those identified as the NTC 's risk.

## **33 CARE OF THE WORK AND RISK TRANSFER DATE**

- 33.1 The Contractor shall be responsible for the care of works or any section thereof from the date of commencement until the Risk Transfer Date applicable as in Sub-Clause.
- 33.2 The Contractor shall also be responsible for the care of any part of the work for which any outstanding work is being performed by the Contractor during the Defect Liability Period until completion of such outstanding work.
- 33.3 The Risk Transfer date in relation to the work or section thereof is the earlier of either
- a. The date of issuance of Taking Over Certificate or
  - b. The date of expiry of the notice of termination when the Contract is terminated by the NTC or the Contractor in accordance with the Contract.
- 33.4 The risk of loss or damage to the works or any section thereof shall pass from the Contractor to NTC on the Risk Transfer Date applicable thereto.

- 33.5 Loss of or damage to the works or any section thereof occurring before the Risk Transfer Date shall
- a. To the extent caused by any of the Contractor's Risk, be made good forthwith by the contractor at his own cost, and
  - b. To the extent caused by any of the NTC's Risk, be made good by the Contractor at NTC 's expense if so required by DE NTC within 28 days after the occurrence of such loss or damage. The price of making good such loss and damage shall be in all circumstances reasonable and shall be agreed by NTC and the Contractor.
- 33.6 After the Risk Transfer Date, the Contractor's liability in respect of loss of damage to any part of the works shall, except in the case of Gross Misconduct, be limited to
- a. To the fulfillment of the Contractor's obligation under clause 32 in respect of defects therein
  - b. To making good forthwith loss or damage caused by the contractor during the Defect Liability Period.

#### **34 DAMAGE TO PROPERTY AND INJURY TO PERSONS**

- 34.1 The Contractor shall be liable for and shall indemnify NTC against all losses, expenses and claims in respect of any damage to physical property occurring before the issuance of Final Acceptance Certificate to the extent caused by:
- a. Defective design, material or workmanship of the Contractor or
  - b. Negligence or breach of statutory duty of the Contractor.
- 34.2 NTC shall be liable for and shall indemnify the Contractor against all losses, expenses or claims in respect of loss or damage to any physical property or personal injury whenever occurring in connection of the works to the extent caused by the NTC's Risks.
- 34.3 The Contractor shall be liable for and shall indemnify NTC against all losses or claims arising in connection of damage to the property or injury /death to persons unless caused by the acts or defaults of NTC or other Contractors engaged by NTC, in which case NTC shall be liable and shall indemnify the Contractor against all losses, expenses and claims arising in the connection herewith.

#### **35 LIMITATION OF LIABILITY**

- 35.1 Neither party shall be liable to the other for any loss of profit, loss of use, loss of production, loss of contracts or for any other indirect or consequential damage that may be suffered by other except
- a. as expressly provided in the Clause # 30 and
  - b. those provisions of these Conditions whereby the Contractor is expressly entitled to receive.
- 35.2 The liability of the Contractor to NTC shall not in any case exceed the sum stated in the Preamble.
- 35.3 The Contractor shall have no liability to NTC for any loss or damage which occurs after the expiration of Defect Liability Period unless caused by the Gross Misconduct of the Contractor.
- 35.4 In all cases the party claiming a breach of Contract or a right to be indemnified in accordance with the Contract shall be obliged to take all the reasonable measures to mitigate loss or damage which has occurred or may occur.

## 36 INSURANCE

- 36.1 The contractor shall insure the works in the joint names of the Contractor and NTC to their full replacement value with deductible limits. Such insurance shall be for losses or damage caused by any of the Contractor's risk from the Commencement date to the risk transfer date and during the Defect Liability period for loss or damage by the Contractor in completing any outstanding work or complying with his obligation under Clause # 32.
- 36.2 The Contractor shall insure the Contractor's equipment for its full replacement value on the site against all loss or damage caused by any of the Contractor's Risks.
- 36.3 The Contractor shall insure against liability to third parties for any death or personal injury and loss or damage to any physical property arising out of the performance of the Contract. Such insurance shall be effected before the Contractor begins any work on the site.
- 36.4 The Contractor shall
- whenever required by NTC produce the policies or certificates of insurance which he is required to effect under the Contract to gather with receipts for the premiums
  - effect all insurances for which he is responsible with an insurer and in terms approved by NTC.
  - Make no material alteration to the terms of any insurance without approval from NTC. If any insurer makes any material alteration to the terms, Contractor shall forthwith notify NTC, and
  - In all respect comply with any conditions stipulated in the insurance policies which he is required to place under the Contract.
- 36.5 The insurance cover effected by the Contractor may exclude any of the following: -
- The cost of making good any part of the works which is defective or otherwise does not comply with the Contract provided that it does not exclude the cost of such defector noncompliance.
  - Indirect or consequential loss of damage including any reductions in the Contract Price for delay.
  - Wear and tear.
- 36.6 If the Contractor fails to produce evidence of insurance cover or does not insure any work or section as stated in Sub Clause 36.4 then NTC may effect and keep in force such insurance. Premiums paid by NTC for this purpose shall be from the Contract Price.
- 36.7 All policies of insurance of the Plant shall provide for payment of indemnity to be made in such amounts as will allow making good of loss of or damage to the whole or any part of the works.
- 36.8 It shall be the responsibility of the Contractor to notify the Insurer of any changes in nature or extent of the works and to ensure the adequacy of the insurance coverage at all times in accordance with the provisions of the Contract.
- 36.9 The Contractor shall procure and submit the insurance cover under this Clause within a period of 28 x days of the receipt of Letter of Acceptance from DE NTC.

### 37 CHANGE IN COST AND LEGISLATION

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

### 38 PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)

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

### 39 PROVISION OF NTC STORE

- 39.1 NTC store shall only be issued to the contractor on having ROW permission (if required). In case, where contractor submit a request that obtaining of ROW shall take time, then store shall be issued only after a certificate of Site In charge that all trenches are at the stage on which store should be issued/ released. However, transportation of the store from NTC regional stores (within Pakistan) to the site shall be responsibility of the contractor as per **BOQ (Annex - A) and drawings (Annex - B)**.
- 39.2 All NTC store issued to the contractor shall be placed at NTC premises. In case, where NTC premises are not available, Project DE shall approve genuineness of the contractor's request. Contractor shall place the store at his premises own his risk & cost while obliging NTC SOP.
- 39.3 Handing/ taking over of store with all relevant details should be done on legal/ stamp paper and all terms & conditions of utilization of store should be agreed and signed by both parties.
- 39.4 In case NTC fails to provide the store, the time taken in arrangement of said store shall be incorporated in the completion period accordingly.
- 39.5 Any delay towards NTC store will be considered on the part of NTC. Any additional change in **BOQ (Annex - A) and drawings (Annex - B)** will be also incorporated accordingly.

### 40 RIGHT OF WAY (ROW)

- 40.1 The obtaining of ROW will be responsibility of the contractor; however, DE / representative shall provide request letter addressed to concerned civic agencies for obtaining ROW on contractor's request.
- 40.2 The work with Right of Way (ROW) or without ROW is explicitly mentioned in the **BOQ (Annex - A) and drawings (Annex - B)**.
- 40.3 DE NTC or his authorized representative(s) will mark the route and site.

#### 41 SECURITY CLEARANCE

If labor security clearance / permission is required by other department than the contractor will provide the detail(s) of his labor within 03 x days from signing of contract/issuance of such instructions.

#### 42 TEMPORARY BAR/ BLACK-LISTING OF FIRM

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

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

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

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

#### Bidder's details

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

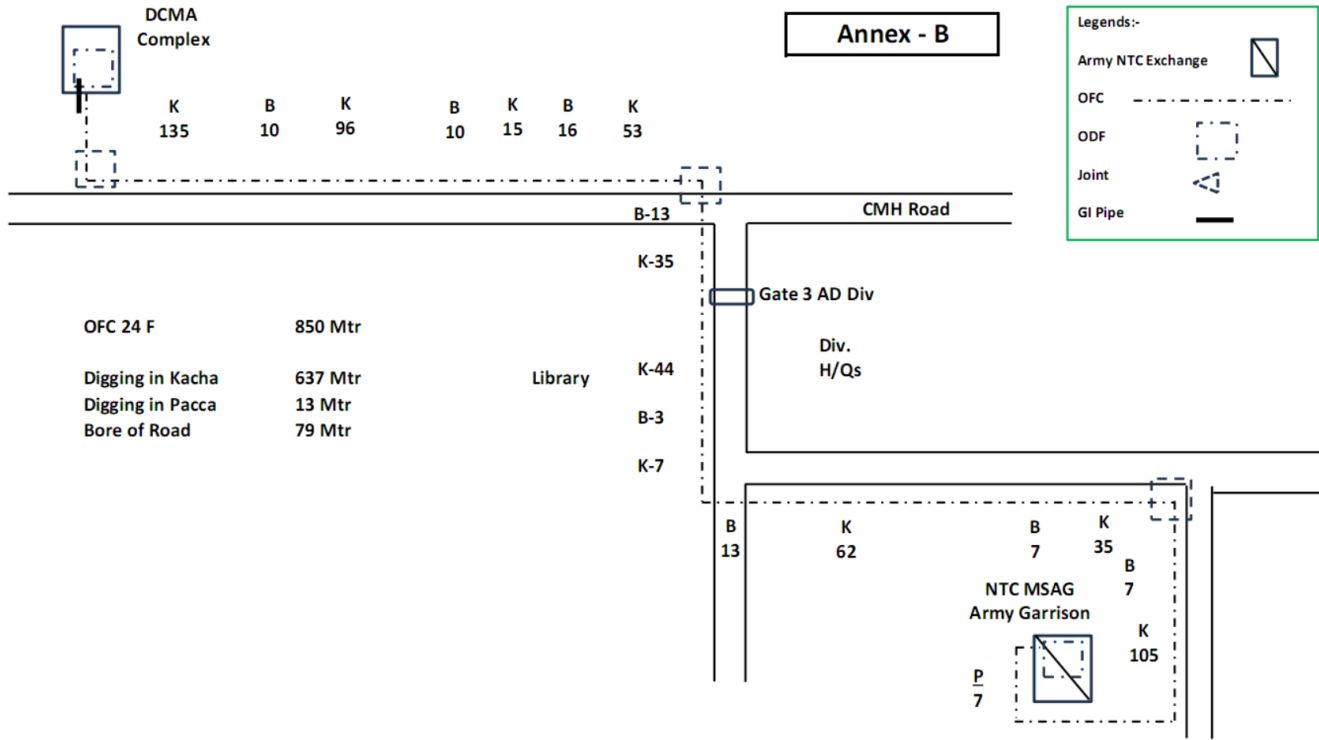
Organization's Name and Address: \_\_\_\_\_

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

S. No	Description	Unit	Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
1	24 Fiber OFC Cable Duct Type - Single Mode	Mtr	850		
2	OFDF Pre-Loaded with Complete Accessories Adaptor & Pig Tails 24-Fiber (Wall Mounted)	Nos	2		
3	SFP Single Mode, Dual Fiber GE-10KM	Nos	6		
4	Patch Cord SC-SC Duplex 5 Meters	Nos	6		
5	24-Port Gigabit L2 Managed Switch with SFP Slots	Nos	1		
6	Optical Fiber CPE / L2 Managed Switch 08-FE/GE, 02-Combo SFP based (AC Operated)	Nos	1		
7	FXS Gateway 8+8 VOIP for Voice Services Completed in All Aspects (AC Operated)	Nos	1		
8	HDPE Pipe 2" Dia thick 3mm	Mtr	729		
9	PVC Flexible Pipe 1" dia.	Mtr	5		
10	RCC Route Indicator Green Painted with NTC Marking	Nos	7		
11	Warning Tape	Mtr	650		
<b>A = Total Amount Inclusive of Taxes (Rs.)</b>					

S. No	Description	Unit	Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
1	Marking & excavation of trench for PVC/HDPE pipe laying measuring with width 40 cm & depth 120 cm, laying of pipe, providing & laying of 10 cm thick sand layer above and below the pipe, laying of warning tape, back filling and disposal of surplus material, earth dressing and compaction in "KACCHA" without ROW	Mtr	637		
2	Marking & excavation of trench for PVC/HDPE pipe laying measuring with width 40 cm & depth 120 cm, laying of pipe, providing & laying of 10 cm thick sand layer above and below the pipe, laying of warning tape, back filling and disposal of surplus material, earth dressing and compaction in "PAKKA" without ROW	Mtr	13		
3	Boring of Road / Ramp	Mtr	79		
4	Pulling of OFC in HDPE Pipe	Mtr	850		
5	Installation and Fixation of ODF	Nos	2		
6	Construction of Hand Hole (A-Type) RCC as per NTC Specification (140x70x100) cm	Nos	3		
7	Splicing in Joint Enclosure/OFDF	Nos	48		
<b>B = Total Amount Inclusive of Taxes (Rs.)</b>					
<b>A + B = Grand Amount Inclusive of Taxes (Rs.)</b>					

**PROPOSED DIAGRAM FOR LAYING OF OFC NETWORK FOR PROVISION OF INTRANET (AIMS PROJECT) & VOICE SERVICES TO NEWLY ESTABLISHED DCMA OFFICE AT ARMY GARRISON SARGODHA**



**COMPLIANCE STATEMENT**

Clause. #	Description	Complied	Not Complied	Partially complied Give Details	Page # of bid, where compliance available
<b>I</b>	<b>Instruction to the Bidders</b>				
1	Invitation to e-Bids				
2	Introduction				
3	Scope of work				
4	Qualification Criterion of Bidders				
5	Cost of tendering				
6	Clarifications of Tender Documents				
7	Amendment of Tender Documents				
8	Country of Origin				
9	Preparation of Bid				
10	Price				
11	Bid Security				
12	Validity of Bids				
13	Extension in Deadlines				
14	Deadline for submission of bids				
15	Opening of Bid				
16	Responsiveness of Bids				
17	Evaluation Criterion for Most Advantageous Bidder				
18	Clarifications/Correction of bid				
19	Commercial Compliance Statement				
20	Variation Order				
21	Award Criteria & NTC's Right				
22	Notification of Award & Signing of Contract Agreement				
23	Engineering Survey				
<b>II</b>	<b>Term &amp; Conditions of Contract</b>				
1	Performance Security				
2	Contractor Responsibilities				
3	NTC Responsibilities				
4	Transportation / Packing				
5	Time for Completion				
6	Warranty				
7	Liquidated Damages				
8	Provisional Acceptance Testing				
9	Terms of Payment				
10	Final Acceptance Certificate				
11	Default by contractor				
12	Arbitration and Amicable Law				
13	Force Majeure				
14	Termination for Insolvency				
15	Termination for Convenience				
16	Project Director/ Ultimate Consignee				
17	Debarment / Blacklisting of Firm				
18	Repeat Order				
19	Integrity				

20	Declaration of Beneficial Owners Information				
<b>III</b>	<b>Important Conditions of Contract</b>				
1	Definitions and Interpretation				
2	DE NTC and Representative of DE NTC				
3	Drawing and Test Documents				
4	Contract Agreement				
5	Contractor Obligation				
6	Site Data				
7	Sufficiency of Contract Price				
8	Program Be Furnished				
9	Contractor's Supervisor at Site				
10	Watching, Light and Safety Precautions				
11	Compliance with Statutes, Regulation & Law				
12	Care of work				
13	Damage to Persons or Property and Insurance				
14	Patent Rights and Royalties				
15	Supply of Plant, Material & Labors				
16	Clearance of Site On Completion				
17	Labor				
18	Work Material and Plant				
19	Inspection & Testing During Execution or Manufacturing				
20	Removal of Improper Material or Work				
21	Suspension of Work				
22	Extension of Time for Completion				
23	Rate of Progress				
24	Test on Completion				
25	Maintenance & Defects Liability Period				
26	Alterations, Additions & Omissions				
27	Property in Material and Plant				
28	Certification and Payment				
29	Measurement				
30	Provisional Sums				
31	Remedies and Powers				
32	Risk and Responsibility				
33	Care of the Work and Risk Transfer Date				
34	Damage to Property and Injury to Persons				
35	Limitation of Liability				
36	Insurance				
37	Change in Cost and Legislation				
38	Provisional Acceptance Certificate (PAC)				
39	Provision of NTC Store				
40	Right of Way (ROW)				
41	Security Clearance				
42	Temporary Bar/ Black-Listing of firm				

**ANNEX-D: BID SECURITY FORMAT**

Bank Guarantee No. -----  
Dated at -----  
Amount \_\_\_\_\_  
Validity \_\_\_\_\_

To,

THE DIVISIONAL ENGINEER,  
NATIONAL TELECOMMUNICATION CORPORATION  
TOWER ROAD TARIQABAD  
FAISALABAD

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 \_\_\_\_\_.

**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) \_\_\_\_\_ upto \_\_\_\_\_ (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 upto -----  
Value (Rs.) -----

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO,  
THE DIVISIONAL ENGINEER,  
NATIONAL TELECOMMUNICATION CORPORATION  
TOWER ROAD TARIQABAD  
FAISALABAD

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 National Telecommunication Corporation HQs G-5/2 Islamabad.

**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 upto 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 thereunder 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

**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 shareholding, 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, corporate (to be specified))	Date of incorporation/	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 (ies)	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).



PROVISION OF INTRANET CONNECTION (AIMS PROJECT) & VOICE SERVICES TO NEWLY  
ESTABLISHED DCMA OFFICE AT ARMY GARRISON SARGODHA



Name & signature

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