

Standard Bidding Document

Laying of OFC OSP Network for Deployment of Networking Infrastructure
at NSDRA Offices, Mall of Islamabad
(Non-Consultancy Services)

National

Single Stage-One Envelope



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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **NTC Islamabad (National Telecom Corporation (NTC))** has reserved Funds for the procurement planned for FY **2026-27**. The **NTC Islamabad (National Telecom Corporation (NTC))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **"Laying of OFC OSP Network for Deployment of Networking Infrastructure at NSDRA Offices, Mall of Islamabad"** with the reference of **"P99028"**
2. The **NTC Islamabad (National Telecom Corporation (NTC))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/99028>**.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, September 15, 2026 11:00 AM**. E-bids will be opened on the same day at **Tuesday, September 15, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new

version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>.

A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and in **Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-One Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

3. Fraudulent & Corrupt Practices

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

5. Qualification of the Bidder

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. Contents of Standard Bidding Document

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued by the Procuring Agency include:

Section I -Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

Section VI Bidding Forms

Section VII Fraudulent & Corrupt Practices

Section VIII - Material & Non-material deviation

Section IX General Conditions of Contract (GCC)

Section X Special Conditions of Contract (SCC)

Section XI Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. Clarifications

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 1.1.**

7.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum.

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

- 7.6.1. evaluation & qualification criteria;
- 7.6.2. required scope of work or specifications;
- 7.6.3. all securities requirements;
- 7.6.4. tax requirements;
- 7.6.5. terms and conditions of bidding documents; and
- 7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

8. Amendment of Bidding documents

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document and shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC and SCC;

9.1.2. Documentary evidence established in accordance with BDS that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with BDS that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; and

9.1.6. Any other document required in the BDS.

10. Documents Establishing Eligibility of the Services and Conformity to bidding documents

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. Documents Establishing Eligibility and Qualification of the Bidder

11.1. Pursuant to BDS, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. Form of Bid

12.1. The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.

13. Bids Prices

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

14. Price Adjustment

14.1. Price adjustment shall not be applicable.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

14.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability in that case.

15. Bids Currencies

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. Bid Validity Period

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

17. Bid Security or Bid Securing Declaration

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture.

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC are invoked.

17.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors, or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with SCC; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

17.6. The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.

18. Alternative Bids by Bidders

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

19. Withdrawal, Substitution, and Modification of Bids

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. Format and Signing of Bids

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through

EPADS v2.0.

20.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0 before Dead deadline

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee

22.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004, The Procuring Agency is required to establish a Procurement Cell/Evaluation Committee which shall Evaluate the Bids in accordance with the evaluation criteria, terms and conditions given in the bidding documents.

23. Opening of Bids

23.1. The Bid Evaluation Committee of the Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who

choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

23.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

23.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

23.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

24. Confidentiality

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

24.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

25. Preliminary Examination of Bids

25.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

25.1.1. meets the eligibility criteria defined in **BDS**;

25.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

25.1.3. is accompanied by the required securities; and

25.1.4. is substantially responsive to the requirements of the bidding document.

25.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

25.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions, Technical Evaluation

26.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS**, to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been met without material deviation or reservation.

26.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **BDS**, it shall reject the bids.

27. Correction of Errors

27.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

27.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

27.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

27.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

27.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed.

28. Conversion to Single Currency

28.1. As per Rule 30 of Public Procurement Rules, 2004.

29. Evaluation of Bids

29.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive.

29.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

29.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.

29.4. The Procuring agency evaluation of a bid will take into account:

29.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

29.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6**;

29.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

29.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

29.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30. Determination of Most Advantageous Bids

30.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

31. Abnormally Low Financial Bids

31.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -

31.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

31.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

32. Rejection of Bids

32.1. As per Rule 33 of the Public Procurement Rules, 2004

33. Single Responsive Bid

33.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

34. Arbitration

34.1. As per Rule 49 of Public Procurement Rules, 2004.

F. Award of Contract

43. Criteria of Award

43.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as most advantageous Bid.

44. Procuring Agency's Right to reject All Bids

44.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

44.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

45. Notification of Award

45.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

45.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

45.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

46. Signing of Contract

46.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

47. Performance Guarantee

47.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS**

and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

47.2. Failure of the successful bidder to comply with the requirement of **BDS, SCC and GCC** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

48. Corrupt & Fraudulent Practices

48.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

53. Constitution of Grievance Redressal

53.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.

54. GRC Procedure

54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

55. Procedure for Blacklisting/Debarment

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement

Rules, 2004 , Mechanism for Blacklisting, Debarment Regulations, 2024 and Regulation on “procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.





Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Non-Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

Name of Procuring Agency: **NTC Islamabad (National Telecom Corporation (NTC))**

The subject of procurement is: **Laying of OFC OSP Network for Deployment of Networking Infrastructure at NSDRA Offices, Mall of Islamabad**

Expected commencement date: **Wednesday, September 30, 2026**

BDS Clause Number 2

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P99028**

BDS Clause Number 3

JV/Consortium or Association Allowed: **No**

Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Tuesday, September 8, 2026

BDS Clause Number 5

Any addendum, in case issued, shall be published on **NTC Islamabad (National Telecom Corporation (NTC))** website and on **EPADS v2.0**.

BDS Clause Number 6

List of documents required along with the bid:

1. Duly filled Bill of Quantities
2. Technical brochures of quoted material along with all supporting technical documents (if any).
3. Valid Bid security
4. Company Profile

BDS Clause Number 7

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

Services and Their related documents:

See section Required Services and Scope of Work

BDS Clause Number 9

Price schedule will be provided according to the format defined and acquired.

see section price schedule.

BDS Clause Number 10

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed**.

BDS Clause Number 12

Currency of the Bids shall be : **PKR**

BDS Clause Number 13

The Bids/Bid Validity period shall be: **120 Days**

BDS Clause Number 14

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

BDS Clause Number 15

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90 days so the bid security shall be valid for $90+28 = 118$ days.

BDS Clause Number 16

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

Room # 05, Ground Floor, NTC RHQ, Sector F-5/1., Islamabad Capital Territory

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Tuesday, September 15, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

The Bids opening shall take place on **EPADS v2.0**.

Day : **Tuesday**

Date: **Tuesday, September 15, 2026**

Time : **11:30 AM**

BDS Clause Number 19

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see *Evaluation Criteria*

F. Award of Contract

BDS Clause Number 20

The Performance guarantee shall: **10.00%**.

The Performance Guarantee shall be acceptable in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

21.

51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

Grievence against this procurement shall be submitted online on EPADS v2.0.



Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant	FBR (NTN)
Sole Proprietorship	FBR (GSTN)
Company (Private Limited)	PEC

Eligibility Criteria	Document
Registration with PEC with specialization code EE07 (Telecommunication Installation) or EE08 (External Telecommunication Works). The valid registration as per relevant financial category to be attached with bids *	Yes
Registration with Tax authorities and be active Tax payer. The status of firm for Income Tax must be “active” and for Sales Tax as “operative”	Yes
The firm must have at-least 03 x Years relevant experience of minimum 03 x similar works in Pakistan. The bidder must provide the job completion certificates along with its bid. Copies of Work orders or Completion certificates to be attached with bids.	Yes
The firm is not black listed by any Government / Semi Government Organization of Pakistan. Duly notarized Affidavit on Stamp Paper be attached with bid	Yes
The firm does not have any linkage with India and/or Israel regarding ownership, sponsoring, IT support and operations. Duly notarized Affidavit on Stamp Paper be attached with bid.	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)



Required Services

Lot Title : BoQ

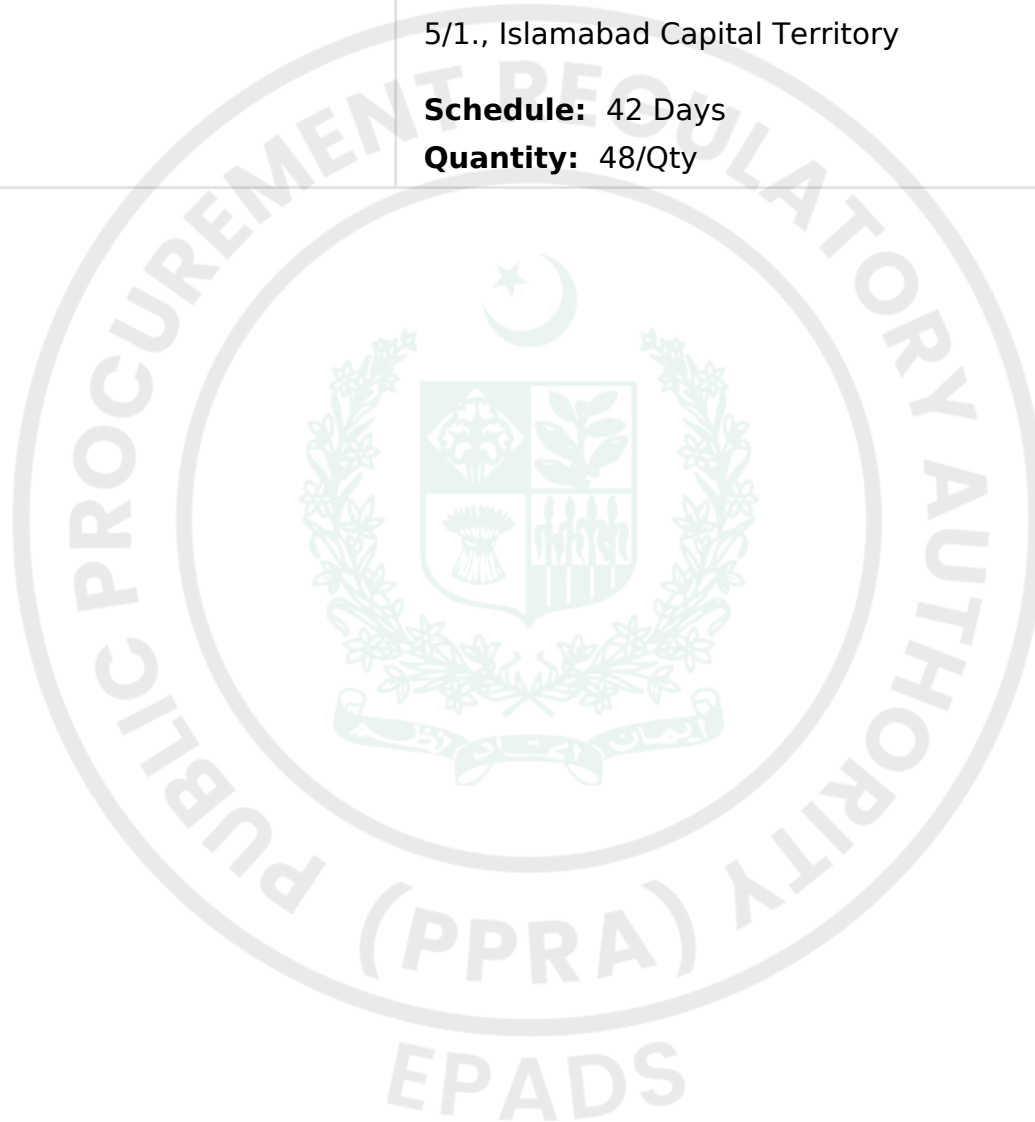
Bid Security : 30000 PKR

Position	Delivery Schedule	Quantity
24-Fiber Optical Fiber Cable (OFC)	Address: Room # 05, Ground Floor, NTC RHQ, Sector F-5/1., Islamabad Capital Territory Schedule: 42 Days Quantity: 885/m	885/m
HDPE pipe 2" diameter, Thickness 3mm	Address: Room # 05, Ground Floor, NTC RHQ, Sector F-5/1., Islamabad Capital Territory Schedule: 42 Days Quantity: 850/m	850/m
Warning Tape With NTC Monogram (OFC)	Address: Room # 05, Ground Floor, NTC RHQ, Sector F-5/1., Islamabad Capital Territory Schedule: 42 Days Quantity: 170/m	170/m

Position	Delivery Schedule	Quantity
OFGF Pre Loaded with complete accessories adapter and pigtail (24Fiber)	Address: Room # 05, Ground Floor, NTC RHQ, Sector F-5/1., Islamabad Capital Territory Schedule: 42 Days Quantity: 2/Qty	2/Qty
Hand Hole with cover (4' x 4' x 4' ft) Pre-Fabricated Handhole with installation	Address: Room # 05, Ground Floor, NTC RHQ, Sector F-5/1., Islamabad Capital Territory Schedule: 42 Days Quantity: 2/Qty	2/Qty
Marking and Excavation in Kacha Trench 4' depth & 18	Address: Room # 05, Ground Floor, NTC RHQ, Sector F-5/1., Islamabad Capital Territory Schedule: 42 Days Quantity: 130/m	130/m
Marking and Excavation in Pacca Tuff tiles Trench 4' depth & 18	Address: Room # 05, Ground Floor, NTC RHQ, Sector F-5/1., Islamabad Capital Territory Schedule: 42 Days Quantity: 50/m	50/m

Position	Delivery Schedule	Quantity
Attachment of HDPE pipe and Pulling of OFC	Address: Room # 05, Ground Floor, NTC RHQ, Sector F-5/1., Islamabad Capital Territory Schedule: 42 Days Quantity: 600/m	600/m
Repair of Pacca (PCC/Re-instatement)	Address: Room # 05, Ground Floor, NTC RHQ, Sector F-5/1., Islamabad Capital Territory Schedule: 42 Days Quantity: 50/m	50/m
Road Bore at depth of 4' from the road edge	Address: Room # 05, Ground Floor, NTC RHQ, Sector F-5/1., Islamabad Capital Territory Schedule: 42 Days Quantity: 70/m	70/m
OFDF fixing	Address: Room # 05, Ground Floor, NTC RHQ, Sector F-5/1., Islamabad Capital Territory Schedule: 42 Days Quantity: 2/Qty	2/Qty

Position	Delivery Schedule	Quantity
Splicing of OFC in OFDF	Address: Room # 05, Ground Floor, NTC RHQ, Sector F-5/1., Islamabad Capital Territory Schedule: 42 Days Quantity: 48/Qty	48/Qty



Related Services :

No



Services Specifications

Lot Title : BoQ

Position: 24-Fiber Optical Fiber Cable (OFC)

Specifications / Requirements:

Optical Fiber Cable 24 Fibers (Duct buried , Single Mode, G.652D)

Position: HDPE pipe 2" diameter, Thickness 3mm

Specifications / Requirements:

HDPE pipe 2" diameter Thickness 3mm

Position: Warning Tape With NTC Monogram (OFC)

Specifications / Requirements:

Warning Tape with NTC Monogram

Position: OFDF Pre Loaded with complete accessories adapter and pigtail (24Fiber)

Specifications / Requirements:

ODF 24-Fiber Pre loaded with accessories SC/SC, FC/LC, FC/PC, FC/SC, with adapters and pigtails complete (Rack-mount Indoor 'or' Wall mount)

Position: Hand Hole with cover (4' x 4' x 4' ft) Pre-Fabricated Handhole with installation

Specifications / Requirements:

Hand Hole with cover (4' x 4' x 4' ft) Pre-Fabricated Handhole including fixtures for clamping as per telecom standard & specifications alongwith transportation to site, fixing of handhole. with Coiling and clamping of OFC Cable and numbering as per approved nomenclature

Position: Marking and Excavation in Kacha Trench 4' depth & 18

Specifications / Requirements:

Marking and Excavation in Kacha, Trench 4ft x 1.25ft dimensions, Laying of HDPE pipe at 4ft, pulling of OFC cable, back-filling, disposal of surplus soil, dressing & compacting the soil, proper dumping of joint etc as per standard and specification of NTC (as per policy of concerned authority)

Position: Marking and Excavation in Pacca Tuff tiles Trench 4' depth & 18

Specifications / Requirements:

Marking and Excavation in Pacca (PCC / Tuff Tiles), Trench 4ft x 1.25ft dimensions, Laying of HDPE pipe at 4ft, pulling of OFC cable, back-filling, disposal of surplus soil, dressing & compacting the soil, proper dumping of joint etc as per standard and specification of NTC Charges (as per policy of concerned authority)

Position: Attachment of HDPE pipe and Pulling of OFC

Specifications / Requirements:

Attachment & Fixing of GI pipe / HDPE pipe /Flexible pipe/ Duct Patti with pulling of OFC cable inside pipe / ducts including required accessories/material wall drilling etc

Position: Repair of Pacca (PCC/Re-instatement)

Specifications / Requirements:

Repair of Pacca (PCC / Re-instatement of Tuff Tiles)

Position: Road Bore at depth of 4' from the road edge

Specifications / Requirements:

Road Boring (5ft beneath road), Laying of Cable or cables/ Laying of HDPE pipe if any & pulling of cable as required at site (as per policy of concerned authority)

Position: OFDF fixing

Specifications / Requirements:

Installation and fixing of FATs, ODFs, ATBs on walls, in racks, cabinets or MSAG Rack including required accessories etc.

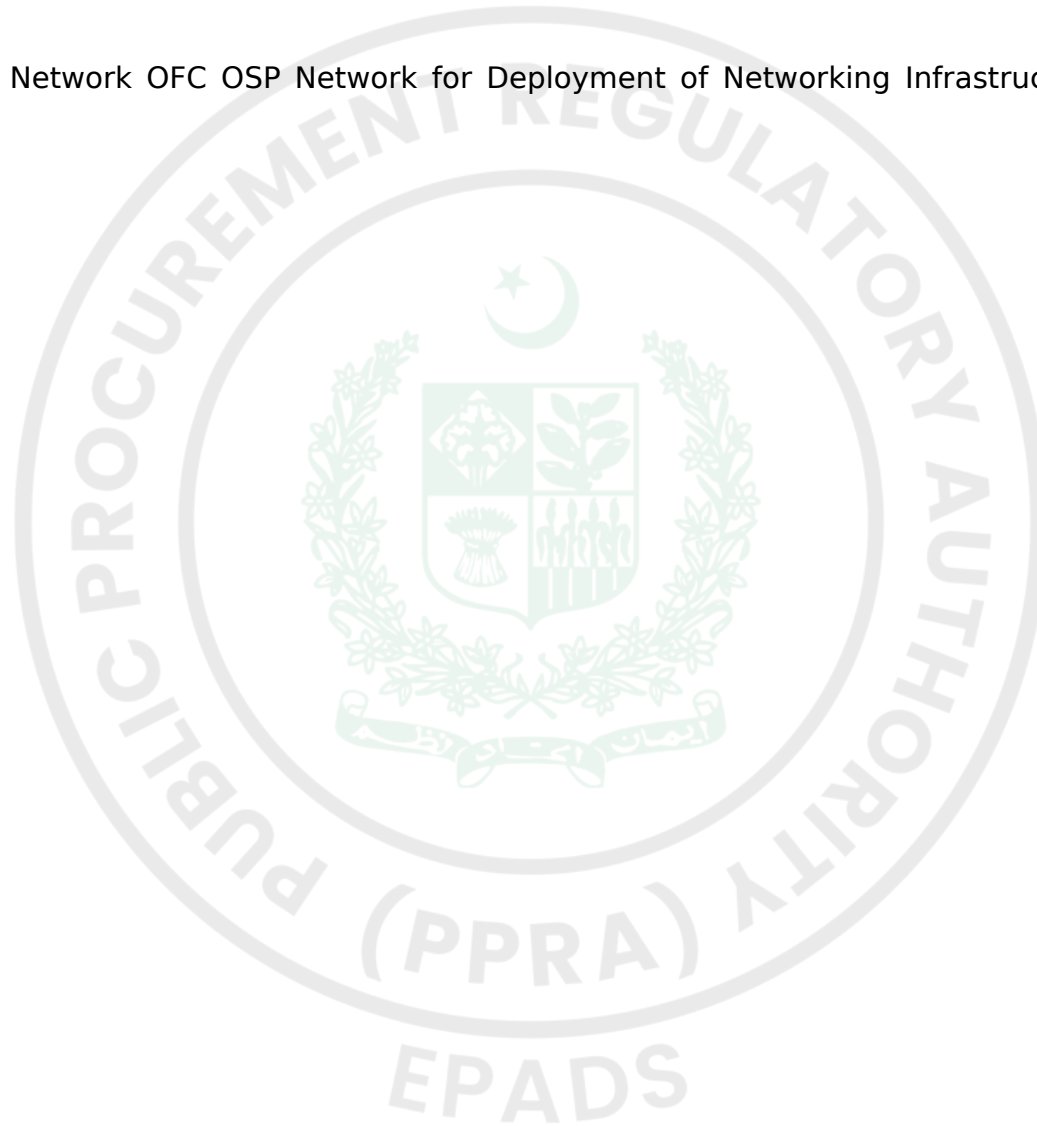
Position: Splicing of OFC in OFDF

Specifications / Requirements:

Joint Splicing of OFC Cables, Termination Splicing of OFC Cables

Scope of Work

Laying of Optical Fiber Cable Network OFC OSP Network for Deployment of Networking Infrastructure at NSDRA Offices, Mall of Islamabad



Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





General Conditions of Contract

A. General

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. “Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. Applicable Law

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. Language

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. Notices

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

5. Location

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

6. Authorized Representatives / Authority of Member in charge

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

B. Commencement, Completion, Modification, and Termination of Contract

7. Effectiveness of Contract

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

8. Commencement of Services

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

9. Program schedule

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. Starting Date/Expiration Date

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

11. Entire Agreement

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. Modification

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. Force Majeure

13.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. Extension of Time

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. Termination

14.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. General

15.1. Standard of Performance

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. Conflict of Interests

16.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- 16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- 16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- 16.3.3. after the termination of this Contract, such other activities as may be specified in the SCC.

17. Insurance to be Taken Out by the Contractor

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. Contractor's Actions Requiring Procuring Agency's Prior Approval

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- 18.1.1. appointing such members of the Personnel not provided by the Contractor;
- 18.1.2. changing the Program of activities; and
- 18.1.3. any other action that may be specified in the SCC.

19. Reporting Obligations

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. Liquidated Damages

20.1. Payments of Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

20.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. Performance Guarantee

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

22. Sustainable Procurement

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

D. Contractor's Personnel

23. Description of Personnel

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. Removal and / or Replacement of Personnel

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. Change in the Applicable Law

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

26. Services and Facilities

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. Contract Price

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

28. Terms and Conditions of Payment

28.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. Quality Control Identifying Defects

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

30. Correction of Defects, and Lack of Performance Penalty

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. Settlement of Disputes Amicable Settlement

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. Dispute Settlement

32.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: NTC Islamabad (National Telecom Corporation (NTC)), Assistant Divisional Engineer Room # 05, Ground Floor, NTC RHQ, Sector F-5/1., Islamabad Capital Territory

The Supplier is:

The title of the subject procurement is: Laying of OFC OSP Network for Deployment of Networking Infrastructure at NSDRA Offices, Mall of Islamabad

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

NTC Islamabad (National Telecom Corporation (NTC)), Assistant Divisional Engineer
Room # 05, Ground Floor, NTC RHQ, Sector F-5/1., Islamabad Capital Territory
+92-346-505-6940
ammar.ahmad@ntc.org.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

NTC Islamabad (National Telecom Corporation (NTC)), Assistant Divisional Engineer
Room # 05, Ground Floor, NTC RHQ, Sector F-5/1., Islamabad Capital Territory
+92-346-505-6940
ammar.ahmad@ntc.org.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Services till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.07% to 10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause F

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause F

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Number of GC Clause F 5 & 6

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **P99028**

To: **NTC Islamabad (National Telecom Corporation (NTC)), Assistant Divisional Engineer Room # 05, Ground Floor, NTC RHQ, Sector F-5/1., Islamabad Capital Territory**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **NTC Islamabad (National Telecom Corporation (NTC))**, Assistant Divisional Engineer Room # 05, Ground Floor, NTC RHQ, Sector F-5/1., Islamabad Capital Territory

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Laying of OFC OSP Network for Deployment of Networking Infrastructure at NSDRA Offices, Mall of Islamabad (P99028)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and
8. [add here: any other documents]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

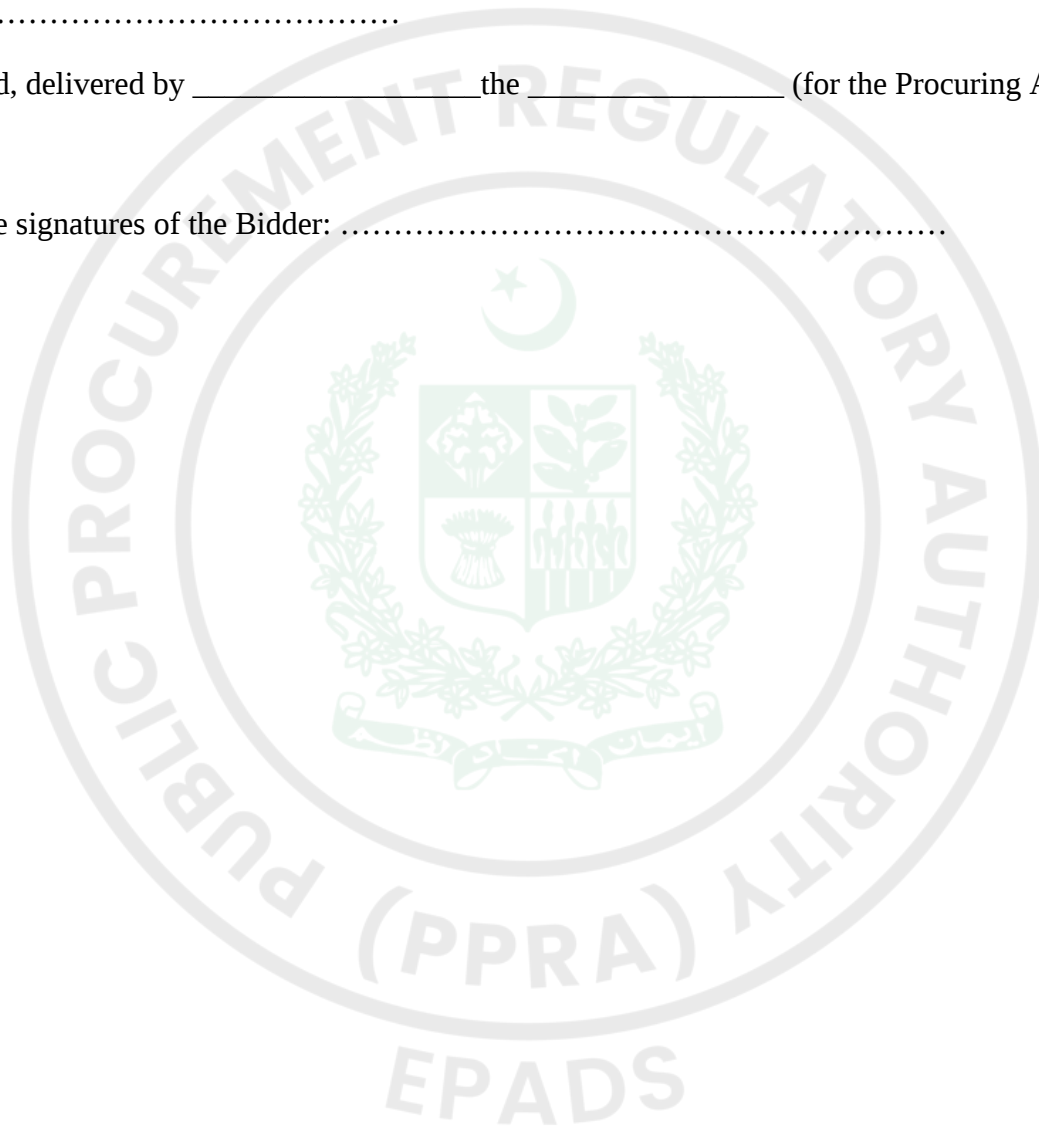
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract

Number: Contract

Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.



Performance Guarantee Form

Performance Guarantee Form

To: **NTC Islamabad (National Telecom Corporation (NTC)), Assistant Divisional Engineer Room # 05, Ground Floor, NTC RHQ, Sector F-5/1., Islamabad Capital Territory**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods(hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

Section-II - Terms & Conditions of Contract

Terms & Conditions of Contract

Information (Read-Only)

See Form Under Additional Forms and Documents: **Section-II - Terms & Conditions of Contract** (page number: 75)

Section-III - Important Conditions of Contract

Important Conditions of Contract

Information (Read-Only)

See Form Under Additional Forms and Documents: **Section-III - Important Conditions of Contract** (page number: 84)

Beneficial Owner Information

Beneficial Owner Information

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Beneficial Owner Information** (page number: 105)

Bill of Quantity (BOQ) - OFC OSP - NASDRA Mall of Islamabad

Bill of Quantity (BOQ) - OFC OSP - NASDRA Mall of Islamabad

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bill of Quantity (BOQ) - OFC OSP - NASDRA Mall of Islamabad** (page number: 106)

Annex-B - Route Diagram - NSDRA Mall of Islamabad

Route Diagram - Laying of Optical Fiber Cable (OFC) at NSDRA Mall of Islamabad

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annex-B - Route Diagram - NSDRA Mall of Islamabad** (page number: 107)





Procurement Forms

Past Experience and Completed Contracts

The firm must have at-least 03 x Years relevant experience of minimum 03 x similar works in Pakistan. The bidder must provide the job completion certificates along with its bid.

Copies of Work orders or Completion certificates to be attached with bids.

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 108)







Additional Forms and Documents

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SECTION-II: TERMS & CONDITIONS OF CONTRACT

1 PERFORMANCE SECURITY

- 1.1 The successful bidder shall furnish to the NTC a performance security equivalent amounting to **10%** of the total Contractual cost in the shape of Pay order **or** CDR **or** bank guarantee valid for a period of 12 months (as per format attached as **Annex-N**) after signing of contract.
- 1.2 The bank guarantee of performance security shall be further extended if the delivery is delayed 'or' if discrepancies observed in one year from the date of "Section-wise" Provisional Acceptance Certificate period are not rectified / removed by the contractor. Furthermore, the contractor shall extend the bank guarantee (if required) to cover the warranty period.
- 1.3 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.
- 1.4 All the correspondence regarding release of performance guarantee shall be made with Director Dev (North) NTC Islamabad after deducting any sums which may become due from contractor in terms of provision of contract.
- 1.5 Performance security against the contract shall be released upon successful completion of warranty period & issuance of Final Acceptance Certificate (FAC).

2 CONTRACTORS RESPONSIBILITIES

- 2.1 The contractor shall complete the work in accordance with the contract BoQ, Specs, Plan and responsibility matrix within the agreed completion time.
- 2.2 The 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".
- 2.3 The contractor shall commence the work immediately after signing of agreement and complete the work in accordance with the contract BoQ, Specs, Plan and responsibility matrix within the agreed completion time
- 2.4 The contractor shall ensure international packing and labeling for safe transportation and identification of store.
- 2.5 The contract shall not subcontract the whole of the works. The contractor shall not subcontract any part of the works without consent of NTC.

3 TRANSPORTATION / PACKING

- 3.1 All types of transportation for delivery at final destination will be the responsibility of the contractor. Contractor shall ensure proper / international packing of material/items to avoid its deterioration etc.

4 NTC RESPONSIBILITIES

- 4.1 Director Development (North) shall coordinate and facilitate the contractor for smooth execution of work in accordance with this contract:
- 4.2 Director Development (North) shall timely review and verify deliverables provided by the Contractor and issue acceptance certificate(s) upon satisfactory compliance with the agreed scope of work.

4.3 NTC shall be responsible to process invoices for payment.

5 TIME FOR COMPLETION

5.1 The contractor shall complete “Section-wise” work within:

Sr#	Description	Completion Time
1.	Section-I: NSDRA Offices, Mall of Islamabad – BOQ as Annex-A & Drawing as Annex-B	06 x weeks

starting from the date of signing of contract *or* issuance of work order *or* complete store provision by NTC (whichever is later). However, incumbent bidder must also specify the timelines in which they can execute the work. The timeline can be finalized by mutual consent of both parties.

5.2 Date of successful completion shall be the complete GPON network deployment & commissioning date, which shall be considered as the date when network successfully commissioned for usage on NTC live system by the contractor.

6 WARRANTY / SERVICES

- 6.1 The contractor will warrant that the material/item supplied under the contract are new, unused, and incorporates all recent improvements in design and materials and of good quality.
- 6.2 The contractor shall also furnish a warranty certificate on judicial paper with undertaking that the store / software provided / installed are genuine that is not stolen, from old stock or smuggled.
- 6.3 Standard warranty shall remain valid for 01 x Year after issuance of “Section-wise” Provisional Acceptance Certificate (PAC) by Project Director / ultimate consignee(s) certifying the successful completion of work.
- 6.4 The contractor shall provide 24x7 support to resolve the fault occurrence/ disruption in service during the period of warranty.
- 6.5 NTC shall promptly notify the supplier in writing of any claims arising under this warranty and the supplier will resolve/ repair / fix the defective items/Software within reasonable time without any cost to NTC.
- 6.6 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.
- 6.7 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 warranty period from the acceptance of the corrected defect.
- 6.8 The contractor shall maintain pool of spares for the duration of complete warranty for immediate replacement of faulty component(s).
- 6.9 If no discrepancy is reported within the warranty period, then the performance security submitted against the contract shall be released by Director Development (North).

7 LIQUIDATED DAMAGES

- 7.1 If the Contractor fails to complete the work within the time prescribed in Clause-5 (*Time for completion*), and such delay is attributable to the Contractor and not caused by a Force Majeure event, the Contractor shall pay to NTC, as liquidated damages (LD), an amount equivalent to **0.07%** of the value of the delayed work (or the completed cost if the completed component is usable in all respects) for **each day** of delay, subject to a maximum of 10% of the value of the delayed work or completed cost. The LD amount shall be recovered from the Contractor at the time of issuance of the "Section-wise" Provisional Acceptance Certificate (PAC).
- 7.2 In the event of Force Majeure, the delivery period may be extended, and the LD charges may be waived by NTC, provided that the Contractor submits a written request/intimation along with satisfactory evidence during the execution period.
- 7.3 The parties agree that the accumulated total liquidated damages for delay shall carry a maximum limit of upto 10% of the contract value.
- 7.4 If the delay is due to NTC, and such delay is acknowledged by NTC, no LD shall be charged for the corresponding period. NTC reserves the right, at its discretion, to impose or waive LD charges based on the Contractor's performance and the circumstances of the delay.

8 PROVISIONAL ACCEPTANCE CERTIFICATE

- 8.1 Upon satisfactory completion of project in all aspect, the contractor will inform in-writing to Project Director "Director Development North" to detail a team for Acceptance Test.
- 8.2 Director Development North being PD will detail a PAT team for Provisional Acceptance Test and a team for final inspection. The team(s) shall confirm the quantities/ functioning of network and will mention discrepancies, if any. Director Development North will issue the "Section-wise" PAC on the basis of successful conduct of "Section-wise" PAT/ Final inspection including verification of contract BOQ as per site requirement.
- 8.3 In case "Section-wise" Provisional Acceptance Certificate is not issued within Fifteen (15) days, Director Development North shall inform in-writing of the specific reason(s) for the delay within 05 days after receipt of request from the Contractors.
- 8.4 Any discrepancies found will be intimated to the contractor who will arrange to sort out the discrepancy at the earliest but not later than fourteen working days, from the date when he is informed about the discrepancy.
- 8.5 Shortage of any quantity will also be pointed out and will be intimated to the contractor. If any discrepancies are observed after issuance of "Section-wise" PAC / NDC then Director Development (North) NTC will notify to the contractor for removal of the same. The contractor will be bound to remove the discrepancy within reasonable time period but not later than 14 x days.
- 8.6 NTC reserves the rights to reject any item even after issuance of "Section-wise" 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.
- 8.7 The "Section-wise" Provisional Acceptance Certificate (PAC) will be valid for warranty period of 01 year.

9 PAYMENT

- 9.1 Hundred percent (100%) payment of contract value will be made upon successful delivery, installation, commissioning and testing of network and completion of work, which will be notified by the issuance of "Section-wise" Provisional Acceptance Certificate by Project Director.
- 9.2 In case NTC deemed necessary then NTC may make running payments to the contractor based on the actual work progress as follows:
- In case NTC has to provide the major portion of stores, running payments upto 60% will be made, based on the progress of actual work / store consumption.
 - In case NTC has not to provide stores, running payments upto 70% will be made, based on the actual work progress.
- 9.3 The running payment, as per clause 9.2 above, shall be made after necessary testing/inspection, as deemed necessary by Director Development (North) NTC Islamabad.
- 9.4 The execution of work by contractor shall not be conditional to payment of running bills by NTC.
- 9.5 The balance payment shall be made to the contractor after issuance of "Section-wise" PAC Director Development (North) NTC Islamabad.
- 9.6 The Contractor will submit the commercial invoice & sales tax invoice to Director Development (North), along with duly verified delivery challan by Ultimate Consignee(s). The Contractor will clearly mention NTN & GST number of both supplier & purchaser on the invoice (NTC NTN # 1218153-6, NTC GST # 07-01-9802-013-64). Taxes will be deducted as per government rules.
- 9.7 All the payments will be made by Director Development (North), NTC Islamabad.
- 9.8 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 provide the e-return of each invoice after payment.
- 9.9 Taxes will be deducted as per government rules at the time of payment(s) under the term for execution of contract.
- 9.10 Payments shall only be released as per NTC / Govt payment procedure.
- 9.11 Amount of GST and Services Tax (where applicable) will be released after submission of its deposit proof / FBR Annex-C by Contractor.
- 9.12 All the payments shall be made through crossed cheque in Pak Rupees.

10 FINAL ACCEPTANCE CERTIFICATE

- 10.1 The contractor may notify the NTC concerned officer at-least 15 days before the expiry of extended warranty for the issuance of final acceptance certificate (FAC).
- 10.2 Upon such notification from contractor, the Project Director NTC will issue Final Acceptance Certificate in favor of contractor subject to satisfactory completion of warranty period as per requirement of contract.

- 10.3 Alternatively, the NTC concerned officer will notify the contractor for the discrepancies that still remain un-resolved and contractor will rectify the discrepancies. Performance security against contract shall be released upon after issuance of FAC.
- 10.4 On issuance of all Final Acceptance Certificate (s), contractor shall request for release of bank guarantee or CDR submitted as performance security

11 REPEAT ORDER

- 11.1 Repeat Order may be placed in accordance with Public Procurement Rules 2004.

12 DEFAULT BY CONTRACTOR

- 12.1 If the contractor fails to provide the Store/ Material 'or' complete the work, refuses or fails to comply with a valid instruction of the NTC, the NTC may give notice and stating the default.
- 12.2 If the contractor has not taken all practicable steps to remedy the default within 14 working days after receipt of NTC notice, the NTC may by a second notice cancel the contract and performance security will be confiscated.

13 ARBITRATION AND APPLICABLE LAW

- 13.1 This Agreement shall be governed under Pakistani law and the Courts at Islamabad shall have exclusive jurisdiction over any matter that may be referred to a Court under this Agreement.
- 13.2 In the event that any dispute arises between the Parties under this Agreement, one Party shall issue notice to the other Party to mutually negotiate a resolution to the dispute. If the negotiations fail to resolve the dispute within seven (7) days of receipt of the notice, the dispute shall be referred to the Managing Director, National Telecommunication Corporation ("MD") or his nominee who shall provide a personal hearing to Contractor and render a decision thereon within a period of thirty (30) days. In the personal hearing conducted pursuant to this clause, the Contractor shall not be represented by a legal practitioner within the meaning of the Legal Practitioners and Bar Councils Act, 1973.
- 13.3 If the Contractor is aggrieved of the decision of the MD or his nominee rendered under clause (10.2) hereof, the Contractor may refer the dispute to arbitration within thirty (30) days of the date of the decision of the MD or his nominee under the Arbitration Act, 1940 or any law that the Arbitration Act, 1940 is repealed, amended, or modified by at the time of referral of the dispute to arbitration. The arbitration shall be conducted before a Sole Arbitrator to be appointed by the consent of the Parties. The seat and venue of arbitration shall be at the National Telecommunication Corporation Headquarters, Sector G-5/2, Islamabad. The arbitration and the award thereof shall be conducted in the English language.
- 13.4 The costs and fees of the Sole Arbitrator shall be shared by the Parties equally. A Party shall bear the costs and fees of its legal practitioners and other personnel that a Party engages for the arbitration unless otherwise awarded by the Sole Arbitrator.

14 FORCE MAJEURE

- 14.1 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.
- 14.2 If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such

party, giving notice with full particulars in writing of such Force majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure.

- 14.3 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.
- 14.4 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.
- 14.5 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.

15 TERMINATION FOR INSOLVENCY

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

16 TERMINATION FOR CONVENIENCE

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

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: -
- Consistent failure to provide satisfactory performance.
 - 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.

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 INTEGRITY

18.1 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.

18.2 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.

18.3 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 Clause.

19 PROJECT DIRECTOR/ ULTIMATE CONSINGEE

- Director Development (North) NTC Islamabad

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.

21 BIDDER'S DETAILS:

Name of Authorized Representative (with CNIC):

Organization's Name and Address:

Contact Number:

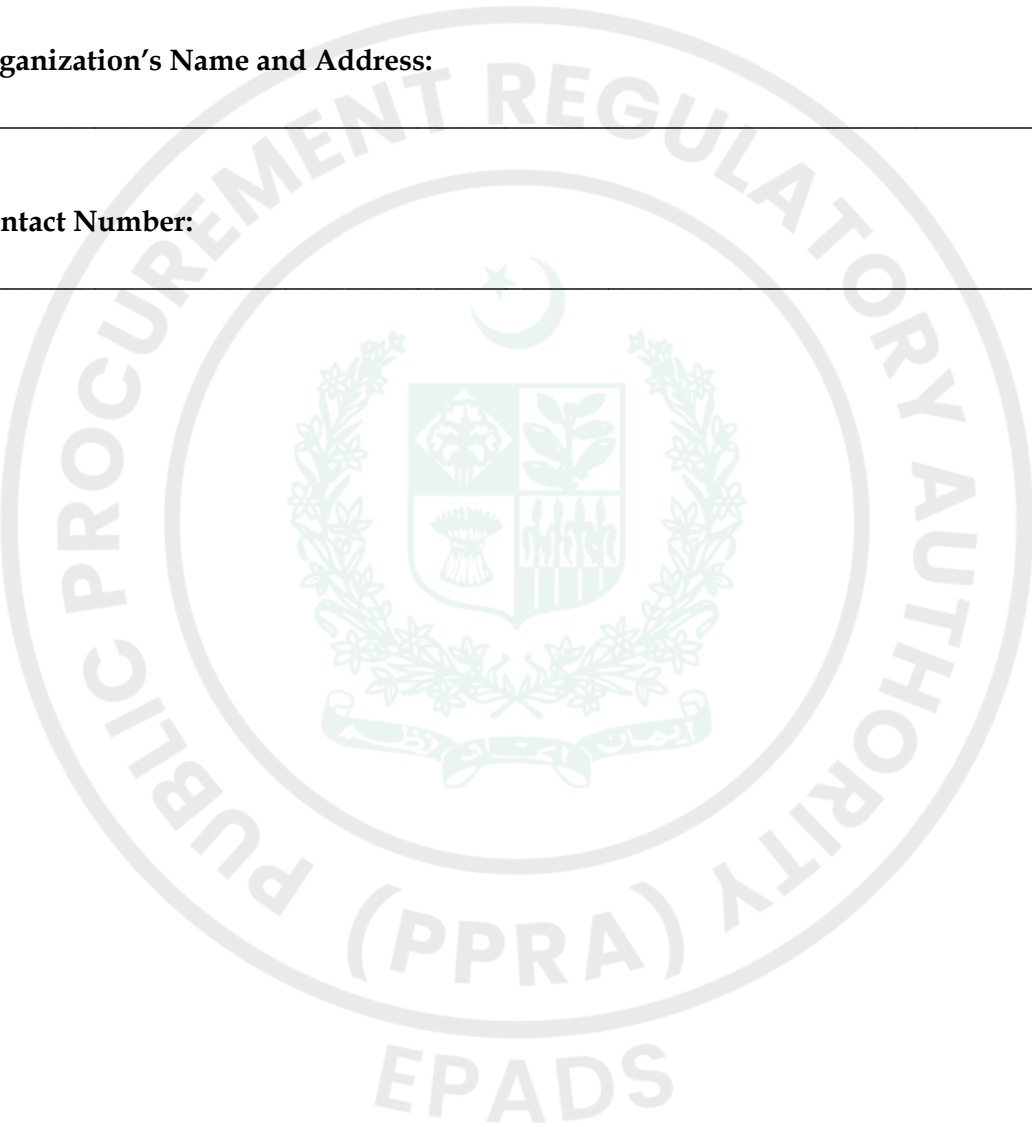


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SECTION-III: IMPORTANT CONDITIONS OF CONTRACT

1 DEFINITIONS & INTERPRETATION

- 1.1 'EMPLOYER' means the National Telecommunication Corporation (NTC) and includes the NTC, representative or successors. The words 'EMPLOYER' and NTC are synonymous throughout the contract.
- 1.2 '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.
- 1.3 'ENGINEER' means the Director Development North of the National Telecommunication Corporation.
- 1.4 '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 Director Development North NTC Islamabad to perform the duties set forth in following clause 2 thereof.
- 1.5 'WORKS' means the works to be executed in accordance with the Contract.
- 1.6 '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.
- 1.7 '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.
- 1.8 '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.
- 1.9 'TEMPORARY WORKS' means all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- 1.10 '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.
- 1.11 '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.
- 1.12 'APPROVED' means approved in writing including subsequent written confirmation of previous verbal approval and 'approval' means approved in writing including as aforesaid.
- 1.13 'TENDER' means the "Offer Tendered" by Contractor for the works governed by the contract.
- 1.14 'Specifications' means the specifications of the works included in the contract and any modification (s) made as per contract.

1 DIRECTOR DEVELOPMENT NORTH AND REPRESENTATIVE OF THE DIRECTOR DEVELOPMENT NORTH NTC ISLAMABAD

- 2.1 Director Development North NTC Islamabad being Project Director (PD) would execute the work(s) as per contract. The duties of Director Development North NTC Islamabad 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 Director Development North NTC Islamabad 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 Director Development North NTC Islamabad, provided always as follows:

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- (a) Failure of the Representative of the Director Development North NTC Islamabad to disapprove any work or materials shall not prejudice the power of the Director Development North NTC Islamabad thereafter to disapprove such work or material and to order the pulling down, removal or breaking up thereof.
 - (b) If the contractor shall be dissatisfied by reason of any decision of the Representative, he shall be entitled to refer the matter to the Director Development North NTC Islamabad in writing who shall thereupon confirm, reverse or vary such decision.
- 2.2 Approval, reviews and inspection of the Director Development North NTC Islamabad /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 Director Development North NTC Islamabad.
- 2.3 The Contractor shall execute, complete and maintain the works strictly in accordance with the Contract to the satisfaction of the Director Development North NTC Islamabad and shall comply with and adhere strictly to the instructions and directions of the Director Development North NTC Islamabad/or, on any matter (whether mentioned in the Contract or not) touching or concerning the works. The Contractor shall take instructions and directions only from the Director Development North NTC Islamabad / or (subject to the limitations referred in clause 2 hereof) from his representative.

2 DRAWING AND TEST DOCUMENTS

- 3.1 The Director Development North NTC Islamabad shall furnish one copy of the approved plan/drawing to the contractor immediately after signing of the contract agreement and the Director Development North NTC Islamabad 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, Splicing Diagram or any such documents) to Director Development North NTC Islamabad /his Representative and the Director Development North NTC Islamabad shall signify his approval/or disapproval as case may be. Approved drawing shall be signed by Director



Development North NTC Islamabad / his Representative and the contractor shall provide the five extra copies. Any disapproved drawing shall be modified to meet the requirement of the Director Development North NTC Islamabad and should be resubmitted for the approval of the Director Development North NTC Islamabad.

- 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/ Director Development North NTC Islamabad.

3 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 Director Development North NTC Islamabad.

4 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 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 store / spares, 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 Director Development North NTC Islamabad in writing. If during the execution, an error appears in position/alignment the contractor shall rectify the error and he shall bear the cost except error results from incorrect information from NTC/Director Development North NTC Islamabad in which case the cost shall with benefit shall be borne by NTC. The checking of any setting out by Director Development North NTC Islamabad/his Representative shall not relieve the Contractor of his responsibility for accuracy thereof.

5 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 .

6 SUFFICIENCY OF CONTRACT PRICE

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

- b. The possibility of carrying out the works as per contract.
- c. General circumstances at the site.
- d. The general labor position at the site.

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

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 by NTC.

7 PROGRAM BE FURNISHED

8.1 As soon as practicable after the acceptance of his Tender the Contractor shall if required submit to the Engineer, for his approval, a program showing the order of activities, procedures and method in which he proposes to carry out the works and shall whenever required by the Director Development North NTC Islamabad 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 Director Development North NTC Islamabad or his representative, of such program or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

8.2 The Contractor shall submit to the Director Development North NTC Islamabad 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.

8 CONTRACTOR's SUPERVISOR AT SITE

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

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

9 WATCHING, LIGHT AND SAFETY PRECAUTIONS

10.1 The contractor shall in connection with works provide and maintain at his own cost, all lights, guards, fencing and watch and ward when and where necessary or required by the Director Development North NTC Islamabad 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/Director Development North NTC Islamabad 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.

10 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.

11 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 Director Development North NTC Islamabad. 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'.

12 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.
- (a) The works and temporary works to the full value of such works executed from time to time.
 - (b) The materials, constructional plant and other things brought on to the site by the contractor to the full value of such materials, constructional plant and other things.
 - (c) Third party insurance for at least the amount stated in the tender.
- 13.7 The contractor shall (except if and so far as the specification provides otherwise) indemnify and keep indemnified the NTC against all losses and claims for injuries or damage to any person or any property what so ever (other than surface or other damage to land being or crops being on the site suffered by tenants or occupiers) which may arise out of or in consequence of the construction and maintenance of the works and against all claims

demands proceedings damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

- 13.8 The contractor shall at the time of signing the contract, insure the works and keep them to be insured until the virtual completion of the contract against loss or damage by fire in and office to be approved by Director Development North NTC Islamabad in the joint names of NTC and contractor (the name of the former being placed first in the policy) for the full amount of the contract and for any further sum if called upon to do so by the employer, the premium of such further sum being allowed to the contractor as and authorized extra, such policy shall cover the property of the employer only, fees for assessing the claim and in connection with his services generally therein, and shall not cover any property of the contractor or of any sub-contractor of employer. The contractor shall despite the policy and receipts for the premium with the Director Development North NTC Islamabad within twenty-one days from the date of signing the contract unless otherwise instructed by the Director Development North NTC Islamabad. 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 Director Development North NTC Islamabad 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.

13 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.

14 SUPPLY OF PLANT, MATERIAL & LABORS

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

15 CLEARANCE OF SITE ON COMPLETION

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

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

17 WORK MATERIAL AND PLANT

- 18.1 All the material and workmanship shall be of the respective kind described, in the contract and in accordance with Director Development North NTC Islamabad instruction and shall be subject to, from time to time, such tests as Director Development North NTC Islamabad may direct at the place of manufacturer, fabrication or on the site or at all or any such places. The contractor shall provide such assistance, instruments, machines, labors and materials as are normally required for examining, testing any work and the quality, weight, quantity of any material used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by Director Development North NTC Islamabad.
- 18.2 All samples shall be supplied by contractor at this own cost.
- 18.3 The costs of making all tests specified in the contract shall be borne by the contractor.
- 18.4 When in any certificate (of which the contractor has received payment) the Director Development North NTC Islamabad has included the value of any unfixed material intended for and / or placed on or adjacent to the works such materials shall become the property of NTC and they shall not be removed, except for use upon the works, without the written authority of the Director Development North NTC Islamabad. The contractor shall be liable for any loss or damage to such materials.
- 18.5 All plant to be supplied shall be manufactured and all work to be done shall be executed in the manner set out in the contract. Whether the manner of execution is not set out in the contract, works shall be executed in a proper and workman like manner in accordance with recognized good practice. The contractor shall submit for approval of Director Development North NTC Islamabad, his detail method statement(s) for the execution of such items of work as may be desired by the Director Development North NTC Islamabad. Approval of such method statement(s) shall neither relieve the Contractor of his responsibilities under the contract nor form any basis for claiming additional costs.
- 18.6 The Contractor shall give Director Development North NTC Islamabad full opportunity to examine, measure and test any work on site which is about to be covered up or put out of the view. The contractor shall give due notice to Director Development North NTC Islamabad whenever any such work is ready for examination, testing or measurement and NTC/ Director Development North NTC Islamabad shall then, unless notifies otherwise, carry out such examination, testing or measurement without any delay.

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

18 INSPECTION AND TESTING DURING EXECUTION OR MANUFACTURING

- 19.1 The Director Development North NTC Islamabad, 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 Director Development North NTC Islamabad shall be entitled during manufacturing or execution to inspect, examine or test the material and workmanship and check the progress of the manufacturing or execution to be delivered under the contract. This shall take place on the contractor premises, site or other places where plant or some parts of the plant is being manufactured and in such case the Contractor shall obtain permission for Director Development North NTC Islamabad /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 Director Development North NTC Islamabad /NTC shall furnish to the Contractor a certificate or certify the contractor's testing certificate.
- 19.5 If, as a result of the inspection, examination or testing referred above, Director Development North NTC Islamabad declares that any Plant or Network or Part of the Plant/Network or any material is defective or otherwise not in accordance with the contract, he may reject such plant or network or part of the plant/network or material and shall notify the contractor immediately and the Contractor shall make the good the effect with full speed. Director Development North NTC Islamabad shall not reject any plant or network or any part for minor defects which do not affect the commercial operation of such plant or network but the decision to declare service affecting deficiency or otherwise shall rest with Director Development North NTC Islamabad.

19 REMOVAL OF IMPROPER MATERIAL OR WORK

- 20.1 The Director Development North NTC Islamabad shall, during the progress of the work have power to order from time to time:
- The removal from the site within such time or times as may be specified of any materials which in the opinion of the Director Development North NTC Islamabad, are not in accordance with the contract.
 - The substitution of proper and suitable materials and
 - The removal and proper re-execution (notwithstanding any previous test thereof or interim payment there for) of any work which in respect of materials of workmanship is not in the opinion of the Engineer in accordance with the contract.

- 20.2 In case of default on the part of the contractor in carrying out such order, the Director Development North NTC Islamabad 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.

20 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 Director Development North NTC Islamabad may consider necessary and shall during such suspension period protect and secure the work so far as is necessary in the opinion of the Director Development North NTC Islamabad. 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, spares and the workmanship is substandard or of poor quality.

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

21 EXTENSION OF TIME FOR COMPLETION

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

- (a) Extra or Additional work ordered in writing by Director Development North NTC Islamabad.
- (b) Exceptional adverse weather conditions, if agreed by Director Development North NTC Islamabad.
- (c) Physical obstructions or conditions which could not have reasonably have foreseen by the contractor.
- (d) NTC/ Director Development North NTC Islamabad 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/ Director Development North NTC Islamabad.
- (g) Any Suspension of the works under Clause 25 except when due to the Contractor's default.
- (h) Force Majeure

The Contractor shall give to Director Development North NTC Islamabad 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. Director Development

North NTC Islamabad may grant such extension if it deemed justified from time to time prospectively or retrospectively.

22 RATE OF PROGRESS

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

23 TEST ON COMPLETION

- 24.1 When the plant or work or part of the network is completed, the contractor shall notify its completion to the Director Development North NTC Islamabad with detail test reports and other detail as per format agreed upon by NTC and the contractor or a known standard format. Director Development North NTC Islamabad then shall detail the testing and handing/taking over schedule immediately.
- 24.2 If the work fails to pass the prescribed test, Director Development North NTC Islamabad may schedule retesting if in his opinion the deficiencies in the test can be addressed by the contractor in a well-defined time frame or not affecting the commercial operation of the Plant or network. If the work fails again or the Director Development North NTC Islamabad /NTC considers that the deficiencies in the tests can adversely affect the commercial operation of the plant he may reject the plant or work.
- 24.3 As soon as in the opinion of the Director Development North NTC Islamabad, the works have been substantially completed and satisfactorily passed any final test that may be prescribed under the contract., the Director Development North NTC Islamabad shall, on receiving a written undertaking by the contractor to finish any outstanding work during period of maintenance, issue a certificate of completion in respect of the works and the period of maintenance of the works shall commence from the date of such a certificate provided that the Director Development North NTC Islamabad may give such certificate with respect to any part of the works before the completion of the whole of the works and shall upon the written application of the contractor give such certificate with respect to any substantial part of the

works which has been completed to the satisfaction of the Director Development North NTC Islamabad 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. NTC shall not use any part of the work unless a **Taking over certificate** has been issued in this respect.

24 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
- 25.3 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.
- 25.4 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.
- 25.5 When the Defect Liability Period for the works or any part has expired and the Contractor has fulfilled all his obligations under the Contract for defects in the works or that part, Director Development North NTC Islamabad shall issue the Defects Liability Certificate.

25 ALTERATIONS, ADDITIONS AND OMISSIONS

- 26.1 The Director Development North NTC Islamabad 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: -
- Increase or decrease the quantity of any work included in the contract.
 - Omit any such work.

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

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

- 26.2 No such variation shall be made by the contractor without an order in writing of the Director Development North NTC Islamabad, provided that no order in writing shall be required for increase or decrease in the quantity of any work such increase or decrease is not the result of an order given under this clause but is the result of the quantities exceeding or being less than those stated in bill of quantities. Provided, also that if for any reason the Director Development North NTC Islamabad shall consider it desirable to give any such order verbally, the contractor shall comply with such order and any confirmation in writing of such verbal order given by the Director Development North NTC Islamabad, whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of this clause.
- 26.3 The contractor may be required to execute additional work beyond the quantities specified in the bill of quantities or extra or substitute items not included therein. For all additional work, payment shall be made on the basis of actual measurement at the minimum rates for such work in the contract. For extra or substitute items, payment shall be made on the basis of actual measurement at the rates derived from those included in the bill of quantities if in the opinion of the Director Development North NTC Islamabad (which shall be final) such rates are applicable. In case the rates for extra or substitute items cannot be so derived, then reasonable rates shall be fixed by the Director Development North NTC Islamabad for which the contractor shall submit analysis of rates well in time for approval of the Director Development North NTC Islamabad before execution of such work. If the Director Development North NTC Islamabad decides certain items of work or reduce the quantities thereof, the value of the contract shall accordingly be reduced on the basis of actual measurement.
- 26.4 The contractor shall submit, to the Director Development North NTC Islamabad, giving full and detailed particulars of all claims for any additional expense to which the contractor may consider himself entitled and of all extra or additional work ordered by the Director Development North NTC Islamabad, 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.

26 PROPERTY IN MATERIAL AND PLANT

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

27 CERTIFICATION AND PAYMENT

- 28.1 The Terms of payment shall be as stated in the Preamble to conditions of Contract.
- 28.2 If at any time any payment would fall due for Works or portion of works and, if there shall be any defect in portion of such works in respect of which such payment is proposed, NTC may retain the whole or any portion of such payment and the sum retained so shall be paid to the Contractor after the said defect is removed.
- 28.3 The contractor shall submit to Director Development North NTC Islamabad or his representative, during the execution of the works, on-account bills signed by the contractor showing the quantities and values of the permanent work done on site as soon as measurements have been recorded.
- 28.4 The rates and prices in such on-account bills shall be in accordance with these in the priced bill of quantities so far rates and prices are applicable and on the approved rates and price for other items of work.
- 28.5 The quantities in such on-account bills shall be in accordance with the agreed measurement recorded by the representative of Director Development North NTC Islamabad.
- 28.6 The contractor will be paid on the certificate of the Director Development North NTC Islamabad, the estimated contract value of the permanent executed and in the addition such amount as the Director Development North NTC Islamabad 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 "Section-wise" Provisional Acceptance Certificate referred to in clause 35.8 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 Director Development North NTC Islamabad and completed and maintained to his satisfaction. The Final Acceptance Certificate shall be given by the Director Development North NTC Islamabad 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 Director Development North NTC Islamabad after deducting any sums which may become due from contractor in terms of provision of clause 32.4 and 32.5 hereof.
- 28.9 When the Director Development North NTC Islamabad 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 days of issuance of such certificate.

28 MEASUREMENT

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

29 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 Engineer and if not used either wholly or in part shall as to the amount not used be deducted from the contract price.

30 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 Director Development North NTC Islamabad shall certify in writing that in his opinion the contractor :-
- a) Has abandoned the contract.
 - b) Without reasonable excuse has failed to commence the work or has suspended the progress of the work for 14 days after receiving from the Director Development North NTC Islamabad written notice to proceed; or
 - c) Has failed to remove materials from the site or to pull down and replace work for 28 days after receiving from the Director Development North NTC Islamabad 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;
 - (f) has to the detriment of good workmanship or in defiance of the Director Development North NTC Islamabad 's instruction to the contrary sub-let any part of the contract than the Director Development North NTC Islamabad may after giving 14 days notice in writing to the contractor enter upon it and the works and expel the contractor there from without thereby avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contract or affecting the rights and powers conferred

on the NTC or the Director Development North NTC Islamabad 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 Director Development North NTC Islamabad shall as soon as may be practicable after any such entry and expulsion by the NTC fix and determine or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute and shall certify what amount (if any) had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the contractor in respect of work than actually done by him under the contract and what was the value of any unused or partially used materials any constructional plant and any temporary works which have been deemed to be done the property of the NTC under the provisions of the contract.
- 31.3 If the NTC shall enter and expel the contractor under this clause, the NTC shall not be liable to pay to the contractor any money on account of the contract until the expiration of the period of maintenance and thereafter until the costs of completion and maintenance damages for delay in completion (if any) and all other expenses incurred by the NTC have been ascertained and the amount thereof certified by the Director Development North NTC Islamabad, the contractor shall then be entitled to receive only such sums or sum (if any) as the Director Development North NTC Islamabad, 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.

31 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:
- Wars and hostilities (whether war be declared or not) invasion, act of foreign enemies.
 - Rebellion, revolution, insurrection, military or usurped power or civil war.
 - 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.
 - Riots, commotion or disorder, unless solely restricted to the employees of the Contractor or his subcontractors.
 - Use or occupation of the work or any part thereof by the NTC.
 - 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.
 - Right of way if NTC is responsible.

- h. The act, neglect or omission or breach of Contract or statutory duty of NTC or other contractor employed by NTC.

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

32 CARE OF THE WORK AND RISK TRANSFER DATE

33.1 The Contractor shall be responsible for the care of work thereof from the date of commencement until the Risk Transfer Date applicable as in Sub-Clause 41.2
The Contractor shall also be responsible for the care of any part of the work for which any outstanding work is being performed by the Contractor during the Defect Liability Period until completion of such outstanding work.

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

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

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

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

33 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.

34 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:
- as expressly provided in the Clause 30 and
 - 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.

35 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 ensure 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.
- 36.3 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.
- 36.4 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 non compliance.
 - Indirect or consequential loss of damage including any reductions in the Contract Price for delay.
 - Wear and tear.

- 36.5 If the Contractor fails to produce evidence of insurance cover or does not ensure any work 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.
- 36.6 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.
- 36.7 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.
- 36.8 The Contractor shall procure and submit the insurance cover under this Clause within a period of 28 days of the receipt of Letter of Acceptance from Director Development North NTC Islamabad.

36 CHANGE IN COST AND LEGISLATION

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

37 PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)

After successful and complete installation, 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. The "Section-wise" Provisional Acceptance Certificate (PAC) in favour of contractor subject to satisfactory completion of work and successful testing as per requirement of contract will be issued by Director Development North NTC Islamabad. Alternatively, the NTC concerned officer will notify the contractor that the work is not fully complete and contractor will rectify the discrepancies.

38 PROVISION OF STORE

The stores will be provided by the Contractor as per BoQ.

39 RIGHT OF WAY

Contractor will be sole responsible for all types of permission and right of way.

40 TEMPORARY BAR/ BLACK-LISTING OF FIRM

- 41.1 As per clause-19 of the PPRA Rules 2004 (with all amendments), 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: -
- Consistent failure to provide satisfactory performance.
 - Contractor becomes insolvent.
 - 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.

41.2 Chairman /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 Chairman / Managing Director NTC.

41.3 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.

41 COMPLIANCE STATEMENT

Bidders will sign the attached compliance statement / certificate that he will abide by all commercial as well as technical instructions of the Terms and Conditions with the bid documents.

42 CERTIFICATE

I do hereby certify on behalf of my firm that:

- a. I have understood and hereby accept all the terms and conditions as mentioned in the tender documents and I will abide by the instructions issued by NTC.
- b. The store /Items to be supplied under the contract shall be new and as standard / specifications.

Contractor:

Name: _____

Signature: _____

Date: _____

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, body 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).

Name & signature

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

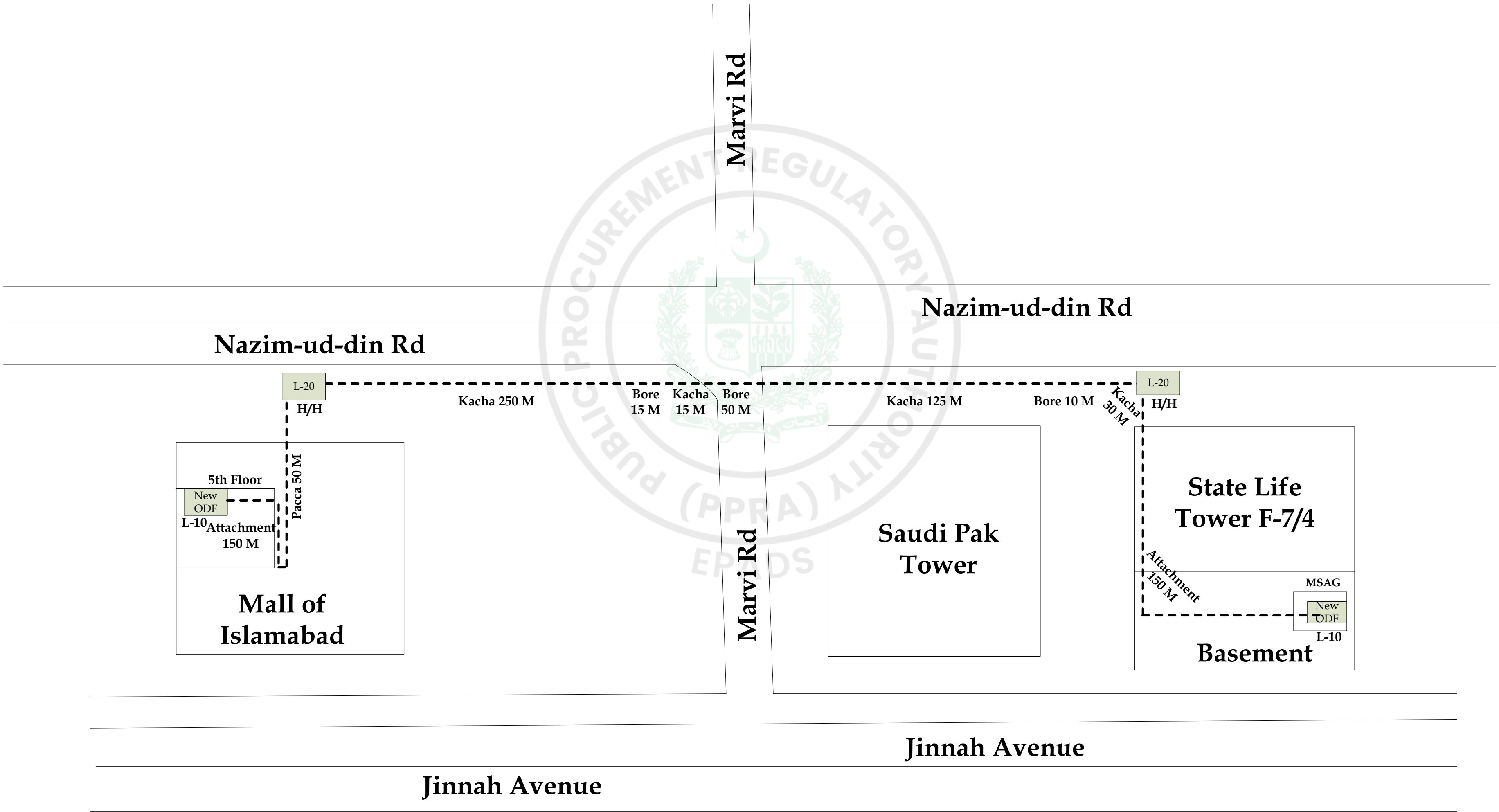
Bill of Quantity (BOQ)

**Laying of OFC OSP Network for Deployment of Networking Infrastructure at NSDRA Offices, Mall of
Islamabad
OFC OSP Network**

Sr. #	Description	Quantity	Unit	Rate without Taxes	Total Cost (Rs)
A:Store					
1	24-Fiber Optical Fiber Cable (OFC) (Duct buried , Single Mode, G.652D)	885	Meter		
2	HDPE pipe 2" diameter, Thickness 3mm	850	Meter		
3	Warning Tape with NTC Monogram	170	Meter		
4	OFDF 24-Fiber - Pre Loaded with complete accessories adapter and pigtail	2	Nos		
5	Hand Hole with cover (4' x 4' x 4' ft) Pre-Fabricated Handhole with installation	2	Nos		
Total (Store) (Rs.)					
GST 18 %					
Sub-Total inclusive of all taxes (A) (Rs.)					
B:Services					
1	Marking and Excavation in Kacha, Trench 4ft x 1.25ft dimensions, Laying of HDPE pipe at 4ft, pulling of OFC cable, back-filling, disposal of surplus soil, dressing & compacting the soil, proper dumping of joint etc as per standard and specification of NTC (as per policy of concerned authority)	130	Meter		
2	Marking and Excavation in Pacca (PCC / Tuff Tiles), Trench 4ft x 1.25ft dimensions, Laying of HDPE pipe at 4ft, pulling of OFC cable, back-filling, disposal of surplus soil, dressing & compacting the soil, proper dumping of joint etc as per standard and specification of NTC Charges (as per policy of concerned authority)	50	Meter		
3	Attachment & Fixing of GI pipe / HDPE pipe /Flexible pipe/ Duct Patti with pulling of OFC cable inside pipe / ducts including required accessories/material wall drilling etc	600	Meter		
4	Repair of Pacca (PCC / Re-instatement of Tuff Tiles)	50	Meter		
5	Road Boring (5ft beneath road), Laying of Cable or cables/ Laying of HDPE pipe if any & pulling of cable as required at site (as per policy of concerned authority)	70	Meter		
6	Installation and fixing of FATs, ODFs, ATBs on walls, in racks, cabinets or MSAG Rack including required accessories etc.	2	Nos		
7	Joint Splicing of OFC Cables, Termination Splicing of OFC Cables in OFDF	48	Nos		
Total (Services) (Rs.)					
Service Tax 15 %					
Sub-Total inclusive of all taxes (B) (Rs.)					
Grand Total (A+B) (Rs.)					

NOTE: This **Bill of Quantity Annexure** is for attached reference purposes only, the rates quoted in the **EPADs system** submitted bid BOQ will be considered as final. The bidder is responsible to quote the same rates and total cost in both Annexures.

Route Diagram
Deployment of Networking Infrastructure at NSDRA Offices, Mall of Islamabad



Past Experience / Contracts

Contracts over <i>[insert amount]</i> during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

