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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: _____