Standard Bidding Document

LAYING OF GPON/OFC NETWORK AT LAHORE HIGH COURT MULTAN BENCH AND CMA MULTAN.
(Non-Consultancy Services)

National

Single Stage-One Envelope

November 17, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Development Central (NTC)** has reserved Funds for the procurement planned for FY **2026-27**. The **Development Central (NTC)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**LAYING OF GPON/OFC NETWORK AT LAHORE HIGH COURT MULTAN BENCH AND CMA MULTAN.**" with the reference of **"P186693"**

2. The **Development Central (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, 2026 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, 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/186693**.

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 **Wednesday, December 2, 2026 10:30 AM**. E-bids will be opened on the same day at **Wednesday, December 2, 2026 11:00 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**

In terms of Rules 65 of Public Procurement Rules, 2026 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.gov.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 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 Procurement Notice.

3. **Fraud & Corruption**

3.1. As defined under Rule 2(1)(x) of Public Procurement Rules, 2026.

4. **Eligible Bidders**

4.1. The Eligibility of the Bidders shall be determined in accordance with the Rule 21 of the Public Procurement Rules, 2026.

5. **Qualification of the Bidder**

5.1. All Bidders shall provide 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 in accordance with **ITB 8.1** include:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section V Fraud & Corruption
Section VI General Conditions of Contract (GCC)
Section VII Special Conditions of Contract (SCC)
Section VIII 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. All clarification shall be in accordance with the Rule 38 of the public Procurement Rules, 2026.

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 pursuant to **ITB 8 .1** 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 after record reason in writing:

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 10 and 11;

9.1.2. Documentary evidence established in accordance with ITB 10 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 ITB 11 that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established in accordance with ITB 11.3 that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 17; 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. 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.

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, provisions of services 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 in accordance with ITB 12 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 pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract.

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable on the contract with less then 12 months period.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 14.2 shall not be applicable 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.

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 Form 9 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, pursuant to ITB 17.5

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 17.5 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 pursuant to ITB 16. 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 pursuant to ITB 30; or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with ITB 48; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with ITB 49.**

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 Section V, 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.

D. Submission of Bids

21. **Submission of Bids through EPADS v2.0 before 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 accordance with ITB 8. 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. **Establishment of Procurement Cell**

22.1. PA to establish a Procurement Cell which shall carryout procurements as per Rule 10 of Public Procurement Rules, 2026.

23. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

23.1. As per Rule 11 of Public Procurement Rules, 2026
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up to two billion rupees)

24. **Third Party Validation**

24.1. **In compliance with Rule 12** of Public Procurement Rules, 2026, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

25. **External Bid Evaluation Committee**

25.1. **As per Rule 13 of Public Procurement Rules, 2026,** procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

26. **Opening of Bids**

26.1. The Procuring Agency will open all bids through EPADS at the place, on the date and at the time, specified in the **BDS**.

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

26.3. 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**.**

27. **Confidentiality**

27.1. 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.

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

28. **Preliminary Examination of Bids**

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

28.1.1. meets the eligibility criteria defined in **ITB 4**;

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

28.1.3. is accompanied by the required securities; and

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

28.2. The procuring agency will confirm that the documents and information specified under **ITB 9,10 and 11** 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 bid shall be rejected.

28.3. 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.

29. **Examination of Terms and Conditions, Technical Evaluation**

29.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21,** to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and**

Schedule of Requirements,prescribed inthe bidding document have been met without material deviation or reservation.

29.2. 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 **ITB 28,** it shall reject the bids.

30. **Correction of Errors**

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

30.1.1. 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;

30.1.2. 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

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

30.1.4. 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.

30.2. 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 in accordance with **ITB 17.**

31. **Conversion to Single Currency**

31.1. As per Rule 42(2) of Public Procurement Rules, 2026.

32. **Evaluation of Bids**

32.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2026 and compare only those bids determined to be substantially responsive, pursuant to **ITB 28.**

32.2. 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.

32.3. **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.**

32.4. The Procuring agency/Employer's evaluation of a bid will take into account:

32.4.1. 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;

32.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 30;**

32.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 31**;

32.6. 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.

32.7. 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.**

33. **Determination of Most Advantageous Bids**

33.1. 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.

34. **Abnormally Low Financial Bids**

34.1. Subject to sub-clause (2), a procuring agency may, in the procurement of goods, works and services, 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.

34.2. A procuring agency shall not reject a bid as abnormally low under sub-rule (1) unless the procuring agency—

34.2.1. requested through EPADS from the bidder a written clarification of bid, including a detailed price analysis of its 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 documents; and

34.2.2. having taken into account the information provided by the bidder in response to a request under clause (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 against the offered price.

34.3. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision. The procuring agency may reinitiate the bidding process after communication of such decision.

34.4. Every abnormally low bid shall be investigated in order to determine the reason for submitting the bid including whether the bid was submitted in order to remove other bidders from competition.

34.5. In case it is established after investigation that the bidder submitted an abnormally low bid to remove other bidders from competition or to frustrate the bidding process, the procuring agency may blacklist the bidder in accordance with Rule 25(1)(d).

35. **Rejection of Bids**

35.1. As per Rule 45 of Public Procurement Rules, 2026

36. **Cancellation of procurement**

36.1. As per Rule 46 of Public Procurement Rules, 2026

37. **Single Responsive Bid**

37.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2026.

38. **Alternate Dispute Resolution (ADR)**

38.1. As per Rule 66 of Public Procurement Rules, 2026

39. **Arbitration Clause**

39.1. Appointing Authority for the Arbitrator shall be Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

40. **Fee of the Arbitrator**

40.1. The fee shall be specified in PKR as detrmined by the Appointing Authority and shall be shared equally by each party.

41. **Socio-economic development**

41.1. As per Rule 63 of Public Procurement Rules, 2026, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by

according preferences in line with the notified policies of the Federal Government

42. **Environmental objectives**

42.1. As per Rule 64 of Public Procurement Rules, 2026, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

43. **Appointment of Contract Manager**

43.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of Public Procurement Rules, 2026.

44. **Criteria of Award**

44.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and that has been declared as Successful Bid .

45. **Procuring Agency’s Right to reject All Bids**

45.1. 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).

45.2. 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.

46. **Procuring Agency’s Right to Vary Quantities at the Time of Award**

46.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

47. **Notification of Award**

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

47.2. 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 Award 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).

47.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 49** and signing of the contract in accordance with **ITB 48.**

48. **Signing of Contract**

48.1. 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.

49. **Performance Guarantee**

49.1. After the receipt of the Letter of Award, 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.

49.2. Failure of the successful bidder to comply with the requirement of **ITB 49.1** 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.

50. **Advance Payment**

50.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

51. **Arbitration**

51.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

52. **Corrupt & Fraudulent Practices**

52.1. 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. The Principal Accounting Officer or head of procuring agency or any authorized officer shall constitute a committee comprising of odd number of members completely outside the procuring agency from any other procuring agency or from the pool of experts maintained by the Authority and

accessible through EPADS with necessary powers and authorizations, to address the complaints of bidders or parties that may occur prior to the entry into force of the procurement contract.

53.2. Any party may file a written complaint, two days prior to the proposal submission deadline, against the eligibility parameters, evaluation criteria or any other terms and conditions described in the bidding documents, if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the GRC.

53.3. Any bidder or party feeling aggrieved by any act of the procuring agency after the submission of bid, may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

53.4. In case, the complaint is filed against the technical or final evaluation report, the GRC may suspend the procurement proceedings till the decision.

53.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant may not raise any objection on technical evaluation of the report:Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage-single envelope bidding procedure is adopted.

53.6. The GRC shall investigate and decide upon the complaint within ten days of its receipt.

53.7. Any bidder or party not satisfied with the decision of the GRC or if GRC fails to decide within ten days under sub-rule 6, may file an appeal before the Appellate Committee of the Authority, comprising odd number of members including an external member within ten days of communication of decision subject to depositing the prescribed fee and in accordance with the procedure determined by the Authority. The Appellate Committee of the Authority shall decide the appeal within 45 days from the receipt of the appeal. The Appellate Committee may suspend the process of award of contract to such period as deemed appropriate during the pendency of appeal. The decision of the Appellate Committee of the Authority shall be considered as final.

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-25 of the Public Procurement Rules, 2026 , Mechanism for Blacklisting, Debarment Regulations, 2024 and “procedure for filling and disposal of review petition under rule-25(6) of Public Procurement Rules, 2026.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods 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
ITB Number 1.1

Name of Procuring Agency: **Development Central (NTC)**

The subject of procurement is: **LAYING OF GPON/OFC NETWORK AT LAHORE HIGH COURT MULTAN BENCH AND CMA MULTAN.**

Expected commencement date: **Friday, January 15, 2027**

BDS Clause Number 2
ITB Number 2.1

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

Name and identification number of the Contract: **P186693**

BDS Clause Number 3
ITB Number 4

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4
ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Sunday, November 29, 2026

BDS Clause Number 5
ITB Number 8.1

Any addendum, in case issued, shall be published on **Development Central (NTC)** website and on **EPADS v2.0**.

BDS Clause Number 6
ITB Number9.1

List of documents required along with the bid: **No**

BDS Clause Number 7
ITB Number 11.1

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

see Eligibility Criteria

BDS Clause Number 8
ITB Number 7.1

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9
ITB Number 13.1 & 13.2

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

BDS Clause Number 10
ITB Number 7.1

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11
ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12
ITB Number 15.1

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

BDS Clause Number 13
ITB Number 16.1

The Bids/Bid Validity period shall be: **180 Days**

BDS Clause Number 14
ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given
Instrument of Bid Security Shall be in the Name of : **Director (Dev) Central NTC**
The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Demand Draft**

BDS Clause Number 15
ITB Number 17.3

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 180 days so the bid security shall be valid for 180+28 = 208 days.

BDS Clause Number 16
ITB Number 18.1

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

D. Submission of Bids

BDS Clause Number 17
ITB Number 21.1

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

Development Central NTC Kalma Chowk Garden Town Lahore

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

The deadline for Bids submission is: **Wednesday, December 2, 2026 10:30 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18
ITB Number 26.1

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

Day *:* ***Wednesday***

Date: ***Wednesday, December 2, 2026***

Time *:* ***11:00 AM***

BDS Clause Number 19
ITB Number 32.1

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

F. Award of Contract

BDS Clause Number 20
ITB Number 49.1

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

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

BDS Clause Number 21
ITB Number 51.1

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

G. Review of Procurement Decisions

BDS Clause Number 22
ITB Number 53.1

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

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
NADRA CITIZENSHIP (CNIC/NICOP)
FBR (NTN)
FBR (GSTN)
Punjab (PRA)
PEC

Eligibility Criteria	Document
Registration with PEC in category C-06 or above, specialization in EE-07 or EE-08. The valid registration to be attached with the bids. If applied for renewal and renewal is under process then proof of the same has to be provided with the bids. Work will be awarded to the contractors/ firms having valid/ renewed PEC registration.	Yes
Registration with Tax authorities and valid registration to be attached with the bids. If applied for renewal and renewal is under process then proof of the same has to be provided with the bids. Work will be awarded to the contractors/ firms having valid/ renewed registration/certificate.	Yes

Having at least recent 03 x years relevant experience of minimum 03 x Telecommunication works in Pakistan. The bidder must provide the job completion certificate/PAC/work orders/Supply orders along with its bid.	Yes
The bidder must provide an undertaking on at-least PKR 200/- Judicial Paper that: a) The firm is not black listed from any Government Organization in Pakistan. b) The firm does not have any linkage with India and/or Israel regarding ownership, sponsoring, of Store c)- The firm is never involved in litigation with NTC.	Yes
Having established office in Pakistan. The list of offices with addresses and contact info be attached with the bids.	Yes
The firm must be operated by Pakistani National(s). The detail may be provided on letter head of firm.	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %
100

Technical Marks	80
Passing Marks	**48**
Technical Evaluation Criteria	
Registered Telecom/Electronics / Electrical / Computer engineer having 02 years' experience (Quantitative)(Doc Required) More than one registered Telecom/Electronics / Electrical / Computer engineer having 02 years' experience **(20)** One registered Telecom/Electronics / Electrical / Computer engineer having 02 years' experience **(15)**	20
Detail of equipment and plants be provided (Insulation tester, OTDR, splicing machine, route locater and other such equipment essential for execution of laying work). (Quantitative)(Doc Required) The detail of equipment and plants be also provided (Insulation tester, OTDR, splicing machine, route locater and other such equipment essential for execution of laying work). **(20)** Additional marks will be given to the firms having additional relevant equipment/ plants. **(10)**	20
Financial Evaluation Criteria	

Financial Worth (to be determined through Audited Financial Reports or FBR returns) (Quantitative)(Doc Required) More than or equal to PKR 25 Million Average Annual Turnover for past 03 years **(40)** More than or equal to PKR 20 Million Average Annual Turnover for past 03 years **(30)** More than or equal to PKR 10 Million Average Annual Turnover for past 03 years **(20)** More than or equal to PKR 05 Million Average Annual Turnover for past 03 years **(10)**	40

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Required Services

Lot Title : Laying of OFC Network for Provision of Intranet Connectivity to CMA offices at Multan & Deployment of GPON OFC Network for Lahore High Court Multan Bench

Bid Security : 156180 PKR

Position	Delivery Schedule	Quantity
Provision of Intranet Connectivity to Controller Military Account (CMA-MC) Multan Cantt	**Address:** Dir Multan **Schedule:** 12 weeks **Quantity:** 1/Qty	1/Qty
Laying of GPON OFC Distribution Network at Lahore High Court Multan Bench, Multan	**Address:** Dir Multan **Schedule:** 12 weeks **Quantity:** 1/Qty	1/Qty

Related Services :

Yes

Laying of OFC Network for Provision of Intranet Connectivity to CMA offices at Multan & Deployment of GPON OFC Network for Lahore High Court Multan Bench

Position	Related Services
Provision of Intranet Connectivity to Controller Military Account (CMA-MC) Multan Cantt	See Page # 36 at "Service Specifications"
Laying of GPON OFC Distribution Network at Lahore High Court Multan Bench, Multan	See page # 39-41 at "Service Specifications"

Services Specifications

Lot Title : Laying of OFC Network for Provision of Intranet Connectivity to CMA offices at Multan & Deployment of GPON OFC Network for Lahore High Court Multan Bench

Position: Provision of Intranet Connectivity to Controller Military Account (CMA-MC) Multan Cantt

Specifications / Requirements:

BOQ for Provision of WAN Connectivity to Controller Military Account (CMA-MC) Multan Cantt					
Stores (to be Provided by Contractor)					
S #	Description of Items	Unit	Qty	Rate with 18% GST	Amount
1	OFDF wall mount 48-F Pre-Loaded complete accessories adapters & pigtails (SC/APC to SC/APC) (24 fibers)	No.	1		
2	Layer 2 Manageable configured Switch 8 x Ports (D-link or renowned brand) FE/GE SFP Based ports Support Py/Sy links including support of Combo Ports along-with all allied acccessories (intranet+CIR) connections with allied Patch cords (LC/SC or SC/SC as per site requirements).	No.	1		
3	Data cabinet 2-U wall mount with PDU 3 x Pin	No	1		
4	Cable Manager 8/12 port	No	1		

BOQ for Provision of WAN Connectivity to Controller Military Account (CMA-MC) Multan Cantt					
5	Channel Patti white 02" Adamjee or equivalent with fixing material	Meter	100		
6	Nut bolt screw for cabinet and channel patti etc	lot	1		
7	HDPE Pipe 2" dia 3mm thikness	Meter	910		
8	Warning Tape with NTC Monograme	Meter	200		
9	Optical Patch Cord Single Mode with LC/SC 20 meter(for build-up)	No.	6		
10	Optical Transceiver,eSFP,GE,Single-mode Module(1310nm, 40km,LC) for optical link connectivity between Metro Switch S-5700 to Switch 5735	No.	2		
11	Optical Transceiver,eSFP,GE,Single-mode Module(1310nm,10km,LC)for optical link connectivity between Switches	No.	4		
12	Electrical Transceiver,eSFP,GE,Single-mode Module(1310nm,100 meter RJ-45) for local connectivity	No.	2		
13	RCC Route /Joint Indicators with painting	No.	4		
		Sub Total (A)			
Services (to be Provided by Contractor)					
S #	Description of Works	Unit	Qty	Rate with 16% PST	Amount

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

BOQ for Provision of WAN Connectivity to Controller Military Account (CMA-MC) Multan Cantt					
1	Marking & Excavation of trench for HDPE Pipe/cable laying measuring width 40 cm & depth 120 cm, In the center of trench excuvation of another channel wider than the HDPE Pipe/cable size and 15cm" deeper than the HDPE Pipe , Laying of Pipe/cable in central channel, Laying of 3" thick sand layer below and above the Pipe, laying of warning tape , back filling & disposal of surplus dressing, compaction in "PACCA" for normal soil with ROW charges	Meter	200		
2	Boring of Road/Ramp(120 cm depth) with ROW	Meter	680		
3	Thrust boring for road Crossing	Meter	30		
4	Pulling of cables in PVC/HDPE/GI Pipes	Meter	1,001		
5	Attachment channel Patti with wall, Roof etc.	No.	100		
6	Installation of OFDF	No.	1		
7	Fixing of Channel Pattee	Meter	100		
8	Construction of Hand Hole RCC type with Cover size (140 x 70x 120 cm)	No.	3		
9	Splicing /testing of OFC Cable in joint enclosure/ODF	No.	48		
10	Installation and Fixing of Cabinet with wall	No.	1		
11	Transportation Loading /unloading of OFC Cable/Store /warehouse CTH Lahore to working site	Km	334		
		Sub Total (B)			

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

BOQ for Provision of WAN Connectivity to Controller Military Account (CMA-MC) Multan Cantt					
		GRAND TOTAL:			

Position: Laying of GPON OFC Distribution Network at Lahore High Court Multan Bench, Multan

Specifications / Requirements:

BOQ for Laying of GPON OFC Distribution Network at Lahore High Court Multan Bench, Multan					
Stores (to be Provided by Contractor)					
S. No	Description of Items	Unit	Qty	Rate with 18% GST	Total Amount Rs.
1	FDH Cabinet (Type Steel or Equivalent with Surface Powder Coating, color gray as per standard, dimention 1450mmx750mmx350mm) ODF Cable Tray alongwith 48 Fiber Ports Pre Loaded with SC/APC adapter with Pigtails Splice Tray complete in all aspects with Painted of NTC Monogram on face of FDH Cabinet.	No.	1		
2	19 Inch Rack floor Standing for ODF Rack mounted along with all installation material	No.	1		
3	Rack mounted ODF of 48-Fiber Pre Loaded along with SC/APC adapter Pigtails Splice Tray complete etc	No.	1		

BOQ for Laying of GPON OFC Distribution Network at Lahore High Court Multan Bench, Multan					
4	Layer 2 Manageable configured Switch (D-Link or renowned brand), 8 x Ports FE/GE SFP Based ports Support Py/Sy links including support of Combo Ports along-with all allied acccessories (intranet+CIR) connections with allied Patch cords (LC/SC or SC/SC as per site requirements) fo E-Office Connections	No.	3		
5	Data cabinet 2-U wall mount with PDU 3 x Pin	No.	3		
6	Cable Manager 8/12 port	No.	3		
7	FDH Spliter 2:4 (Polar or Cassettee) with Pre Loaded SC/APC Adapter loaded in Tray complete in all aspects etc.	No.	5		
8	FAT 2:8 Ports (PLC type) pre loaded along with SC/APC Adapter (single mode) with Pigtail Splice tray & loss within 10 dbm etc along-with FAT box having dimention as LxWxH (28cm x21cm x 08cm) with Painted of NTC Monogram on face of FAT.	No.	20		
9	Pigtail 1m SC/APC Adopter (Single mod) for Drop fiber to FAT/Patch Panel	No.	160		
10	Patch Cord SC/APC (Single mode) 3 meter for FDH	No.	25		
11	Patch Panel 2 Port Fiber SC/APC Adapter (Single mode) pre loaded for ONT/client end	No.	160		
12	Patch Cord (SC/APC Single mode) 10 meter	No.	8		
13	HDPE Pipe 2''dia, 3mm thickness	Meter	510		
14	PVC /channel patti 2 inch/ Flexible Pipe 1'' dia. (Adam Jee or Equivalent)	Meter	50		
15	GIP 1.5 inch with clamps for attachment with building	Meter	35		

BOQ for Laying of GPON OFC Distribution Network at Lahore High Court Multan Bench, Multan					
16	Warning Tape with NTC monogram	Meter	60		
17	Joint/Route Indicators NTC monograme & Green Painted as per NTC specifications	No.	1		
		Sub Total (A) Rs.			
Services (to be Provided by Contractor)					
S. No	Description of Works	Unit	Qty	Rate with 16% PST	Total Amount Rs.
1	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the Pipe, Laying of Warning tape, back filling & proper disposal of surplus dressing and Compaction in "KACCHA" with RoW Charges.	Meter	30		
2	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the Pipe, Laying of Warning tape, back filling & proper disposal of surplus dressing and Compaction in "KACCHA" without Right of Way Charges.	Meter	10		
3	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the Pipe, Laying of Warning tape, back filling, re-instatement & proper disposal of surplus dressing and Compaction in "PACCA" with Right of Way Charges.	Meter	5		

BOQ for Laying of GPON OFC Distribution Network at Lahore High Court Multan Bench, Multan					
4	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the Pipe, Laying of Warning tape, back filling, re-instatement & proper disposal of surplus dressing and Compaction in "PACCA" without Right of Way Charges.	Meter	5		
5	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the Pipe, Laying of Warning tape, back filling & proper disposal of surplus dressing and Compaction in "Soling/Tuff Tiles" with Right of Way Charges.	Meter	5		
6	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the Pipe, Laying of Warning tape, back filling & proper disposal of surplus dressing and Compaction in "Soling/Tuff Tiles" without Right of Way Charges.	Meter	5		
7	Boring of Road for depth 120cm for pipe with Right of way	Meter	440		
8	Boring of Road for depth 120cm for pipe without Right of Way	Meter	10		
9	Attachment of GI Pipe along with building /walls	Meter	35		
10	Pulling of cable in HDPE Pipe	Meter	1,190		
11	Splicing of Optical Fiber Cable in FDH /FAT/Joint enclosure.	No.	120		
12	Fixing of Channel Patti/PVC Duct complete	Meter	50		
13	Fixing and Fitting of FAT with wall /Pole with clamps/rawal Bolts etc.	No.	20		
14	Construction of FDH Cabinet Base as per Standard (optional - if required)	No.	1		
15	Break through Wall/Concrete, etc	No.	1		

BOQ for Laying of GPON OFC Distribution Network at Lahore High Court Multan Bench, Multan					
16	Transportation, Loading/unloading for OFC Cable from NTC Store/warehouse at Lahore to the site	KM	350		
17	Installation of ODF Complete in all respects	No.	1		
18	Construction of small Hand Hole RCC Type (90 x 90 x120 cm) RCC Type with opening Cover	No.	4		
		Sub Total (B) Rs.			
		Sub-Total (A+B) Rs.			

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Scope of Work

Laying of OFC Network for Provision of Intranet Connectivity to CMA offices at Multan & Deployment of GPON OFC Network for Lahore High Court Multan Bench.

Brief Description

Laying of OFC Network for Provision of Intranet Connectivity to CMA offices at Multan & Deployment of GPON OFC Network for Lahore High Court Multan Bench.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

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 Contractorand 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 required resources 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 thirty (30) 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 thirty (30) 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 Service Provider 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 Service Provider 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. **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**

32.1.1. **Alternate Dispute Resolution (ADR),** After coming into force of the procurement contracts, disputes, between the parties to the contract may be settled by one or more alternate dispute resolution methods including
Arbitration. Where an Alternate Dispute Resolution process other than Arbitration may not lead to an amicable settlement of dispute, Arbitration shall be resorted to.

32.1.2. The procuring agency shall specify mechanism for the appointment of an arbitrator expressly in the contract and the competent authority who shall appoint the arbitrator.

32.1.3. The laws of Pakistan shall apply to an arbitration unless specifically agreed to otherwise in the contract.

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: Development Central (NTC), Director Development Central NTC Kalma Chowk Garden Town Lahore

Contractor is:

The title of the subject procurement is:LAYING OF GPON/OFC NETWORK AT LAHORE HIGH COURT MULTAN BENCH AND CMA MULTAN.

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:

Development Central (NTC), Director
Development Central NTC Kalma Chowk Garden Town Lahore
+92-302-855-0823
asim.mehmood@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:

Development Central (NTC), Director
Development Central NTC Kalma Chowk Garden Town Lahore
+92-302-855-0823
asim.mehmood@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 Goods 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 goods or services due to a conflict of a nature described in Clause GCC 16**.**

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 **0.28%** 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:
Instrument of Performance Guarantee shall be in the Name of : **Director Development Central NTC**

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, 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 28

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 29

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 the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

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;

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause 31

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.:***P186693***

To: **Development Central (NTC), Director Development Central NTC Kalma Chowk Garden Town Lahore**

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 **Development Central (NTC), Director Development Central NTC Kalma Chowk Garden Town Lahore**

(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 GPON/OFC NETWORK AT LAHORE HIGH COURT MULTAN BENCH AND CMA MULTAN. (*P186693*)** and has accepted a Bids by the Bidder for the provision of Services 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: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE 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 time 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: **Development Central (NTC), Director Development Central NTC Kalma Chowk Garden Town Lahore**

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 Non-Consultancy Services*(*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

NTC Tender Clauses and Important Conditions

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **NTC Tender Clauses and Important Conditions** (page number: 77)

BoQ & Drawings for CMA MC Multan

The Bidder must fill the BoQ and submit with the Bidding Documents.

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **BoQ & Drawings for CMA MC Multan** (page number: 108)

BoQ & Drawing for Lahore High Court Multan Bench at Multan

The Bidder must fill the BoQ and submit with biddding documents

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **BoQ & Drawing for Lahore High Court Multan Bench at Multan** (page number: 110)

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY
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Additional Forms and Documents

TERMS & CONDITIONS OF CONTRACT

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

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

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

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

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

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

2. CONTRACTORS RESPONSIBILITIES

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

2.2 The contractor shall not subcontract the whole of the works. The contractor shall not subcontract any part of the works without the consent of the NTC.

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

2.4 Regarding liaison with other Govt. Deptts./ Entities etc. and acquiring ROW / NOC / Permission (involving smooth accomplishment of project), the contractor will provide the information /detail(s) of his labour within 05 x days on such

requirement at his own cost. Any delay in provision of labour information will be considered on part of the contractor.

3. TRANSPORTATION / PACKING

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

4. WARRANTY / SERVICES

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

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

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

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

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

6. PROVISIONAL ACCEPTANCE TESTING (PAT), INSPECTION & PAC

6.1 Upon written intimation by the contractor regarding completion of work(s) / lot(s), Director Development Central NTC Lahore will detail a PAT team for Provisional Acceptance Test and final inspection. The contractor will be responsible

NATIONAL TELECOM CORPORATION Tender Documents NTC (Dev)

to arrange all type of test equipment, tools, labor etc. at his own cost for successful conduct of PAT/ Inspection. The PAT team shall confirm the quantities and functioning of stores, equipment, network, work etc. and will mention discrepancies, if any.

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

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

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

6.5 NTC reserves the rights to reject any store / item / equipment etc. even after issuance of Provisional Acceptance Certificate, if it does not conform to the specifications by reason of some defect, latent or otherwise of material which was not discoverable by a reasonable examination.

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

07. PAYMENT

Payment shall be made in the following manners.

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

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

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

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

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

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

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

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

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

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

08. FINAL ACCEPTANCE CERTIFICATE (FAC)

8.1 The contractor may notify to Director Development Central NTC Lahore at-least 15 days before the expiry of warranty period for the issuance of final acceptance certificate. Upon such notification from contractor, the Director Development Central NTC will issue Final Acceptance Certificate in favour of contractor subject to satisfactory completion of warranty period as per requirement of contract. Alternatively, the Director Development Central will notify the contractor for the discrepancies that still remain un-resolved and contractor will rectify the discrepancies.

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

09. DEFAULT BY CONTRACTOR

9.1 If the contractor fails to execute the work, refuses or fails to comply with a valid instruction of the NTC, the NTC may give default notice and stating the default.

9.2 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 as per PPRA rules 2026 may also be invoked as described.

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10. FORCE MAJEURE

10.1 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.

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

10.3 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.

10.4 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.

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

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11 TERMINATION FOR INSOLVENCY

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

12. TERMINATION FOR CONVENIENCE

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

13. PROJECT DIRECTOR / ULTIMATE CONSIGNEE & PROJECT MANAGER

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

b. Project Manager: Divisional Engineer Development-II Central,
NTC Exchange Building, Kalma Chowk, Garden Town
Lahore. Tel # 042-99233355, Fax # 042-99233344.

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

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

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

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

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

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

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

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15. DRAWING AND TEST DOCUMENTS

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

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

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

16. CONTRACT AGREEMENT

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

17. CONTRACTOR OBLIGATION

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

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

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

18. SITE DATA

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

19. SUFFICIENCY OF CONTRACT PRICE

19.1. 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.

19.2 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.

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

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

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

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20. PROGRAM BE FURNISHED

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

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

21. CONTRACTOR's SUPERVISOR AT SITE

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

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

22. WATCHING, LIGHT AND SAFETY PRECAUTIONS

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

22.2 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

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

22.3 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.

23. COMPLIANCE WITH STATUTES, REGULATION & LAW

23.1 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.

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

24. CARE OF WORK

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

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

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25. DAMAGE TO PERSONS OR PROPERTY AND INSURANCE

25.1 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.

25.2 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.

25.3 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.

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

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

25.5 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.

25.6 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.

25.7 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.

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

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

25.8 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.

26. 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.

27. 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.

28. CLEARANCE OF SITE ON COMPLETION

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

29 LABOUR

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

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

30. WORK MATERIAL AND PLANT

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

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

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

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

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

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

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

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

31. INSPECTION AND TESTING DURING EXECUTION OR MANUFACTURING

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

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

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

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

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

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32. REMOVAL OF IMPROPER MATERIAL OR WORK

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

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

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

32. SUSPENSION OF WORK

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

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

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

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33. EXTENSION OF TIME FOR COMPLETION

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

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

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

34. RATE OF PROGRESS

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

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

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

36. TEST ON COMPLETION

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

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

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

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

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37. MAINTENANCE AND DEFECTS LIABILITY / WARRANTY PERIOD

37.1 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.

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

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

37.3 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.

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

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

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

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

38. ALTERATIONS, ADDITIONS AND OMISSIONS

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

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

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

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

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

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

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

38.5 The Contractor shall also be entitled to be paid

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

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

39. PROPERTY IN MATERIAL AND PLANT

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

39.2 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.

40. CERTIFICATION AND PAYMENT

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

40.2 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.

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

40.4 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.

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

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

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

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

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

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

40.10 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.

41. MEASUREMENT

41.1 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.

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

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42. PROVISIONAL SUMS

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

43. REMEDIES AND POWERS

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

a) Has abandoned the contract.

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

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

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

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

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

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

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

44. RISK AND RESPONSIBILITY

44.1 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 above.

44.2 The NTC's risks are

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

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

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

45. CARE OF THE WORK AND RISK TRANSFER DATE

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

45.2 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.

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

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

45.5 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.

46. DAMAGE TO PROPERTY AND INJURY TO PERSONS

46.1 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

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b. Negligence or breach of statutory duty of the Contractor.

46.2 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.

46.3 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

47. LIMITATION OF LIABILITY

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

a. as expressly provided in the Clause 30 and

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

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

47.3 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.

47.4 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.

48. INSURANCE

48.1 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.

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

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

48.4 The Contractor shall

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

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

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

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

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

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

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

c. Wear and tear.

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

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

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

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

49. CHANGE IN COST AND LEGISLATION

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

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50. PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)

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

51 PROVISION OF NTC STORE

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

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

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

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

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

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

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

52. RIGHT OF WAY (ROW) / NOC

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

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

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

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

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

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

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

53. SECURITY CLEARANCE

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

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BOQ for Provision of WAN Connectivity to Controller Military Account (CMA-MC) Multan Cantt

Stores (to be Provided by Contractor)

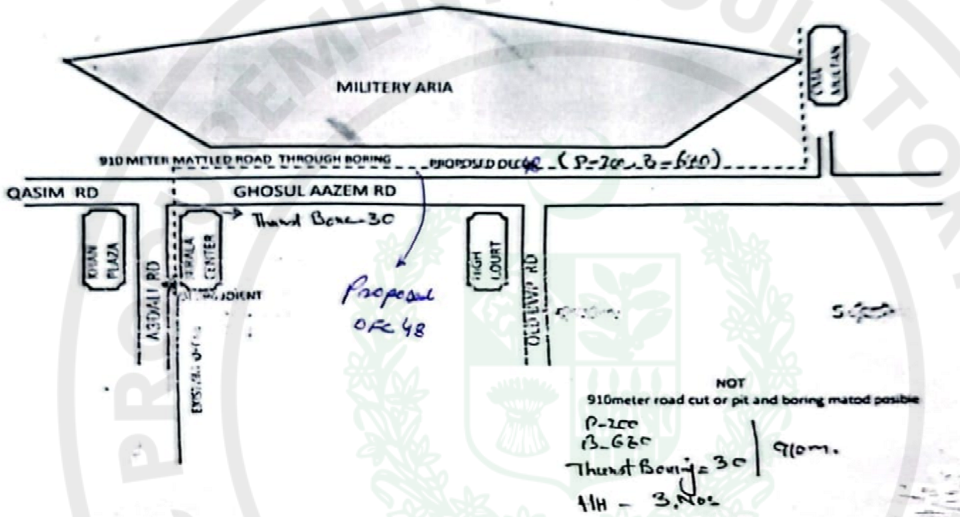
S #	Description of Items	Unit	Qty	Rate with 18% GST	Amount
1	OFDF wall mount 48-F Pre-Loaded complete accessories adapters & pigtails (SC/APC to SC/APC) (24 fibers)	No.	1		
2	Layer 2 Manageable configured Switch 8 x Ports (D-link or renowned brand) FE/GE SFP Based ports Support Py/Sy links including support of Combo Ports along-with all allied acccessories (intranet+CIR) connections with allied Patch cords (LC/SC or SC/SC as per site requirements).	No.	1		
3	Data cabinet 2-U wall mount with PDU 3 x Pin	No	1		
4	Cable Manager 8/12 port	No	1		
5	Channel Patti white 02" Adamjee or equivalent with fixing material	Meter	100		
6	Nut bolt screw for cabinet and channel patti etc	lot	1		
7	HDPE Pipe 2" dia 3mm thikness	Meter	910		
8	Warning Tape with NTC Monograme	Meter	200		
9	Optical Patch Cord Single Mode with LC/SC 20 meter(for build-up)	No.	6		
10	Optical Transceiver,eSFP,GE,Single-mode Module(1310nm, 40km,LC) for optical link connectivity between Metro Switch S-5700 to Switch 5735	No.	2		
11	Optical Transceiver,eSFP,GE,Single-mode Module(1310nm,10km,LC)for optical link connectivity between Switches	No.	4		
12	Electrical Transceiver,eSFP,GE,Single-mode Module(1310nm,100 meter RJ-45) for local connectivity	No.	2		
13	RCC Route /Joint Indicators with painting	No.	4		
		Sub Total (A)			

Services (to be Provided by Contractor)

S #	Description of Works	Unit	Qty	Rate with 16% PST	Amount
1	Marking & Excavation of trench for HDPE Pipe/cable laying measuring width 40 cm & depth 120 cm, In the center of trench excuvation of another channel wider than the HDPE Pipe/cable size and 15cm" deeper than the HDPE Pipe , Laying of Pipe/cable in central channel, Laying of 3" thick sand layer below and above the Pipe, laying of warning tape , back filling & disposal of surplus dressing, compaction in "PACCA" for normal soil with ROW charges	Meter	200		
2	Boring of Road/Ramp(120 cm depth) with ROW	Meter	680		
3	Thrust boring for road Crossing	Meter	30		
4	Pulling of cables in PVC/HDPE/GI Pipes	Meter	1,001		
5	Attachment channel Patti with wall, Roof etc.	No.	100		
6	Installation of OFDF	No.	1		
7	Fixing of Channel Pattee	Meter	100		
8	Construction of Hand Hole RCC type with Cover size **(140 x 70x 120 cm)**	No.	3		
9	Splicing /testing of OFC Cable in joint enclosure/ODF	No.	48		
10	Installation and Fixing of Cabinet with wall	No.	1		
11	Transportation Loading /unloading of OFC Cable/Store /warehouse CTH Lahore to working site	Km	334		
				Sub Total (B)	
				Grand Total (A+B)	

Annex-B-I (ii)

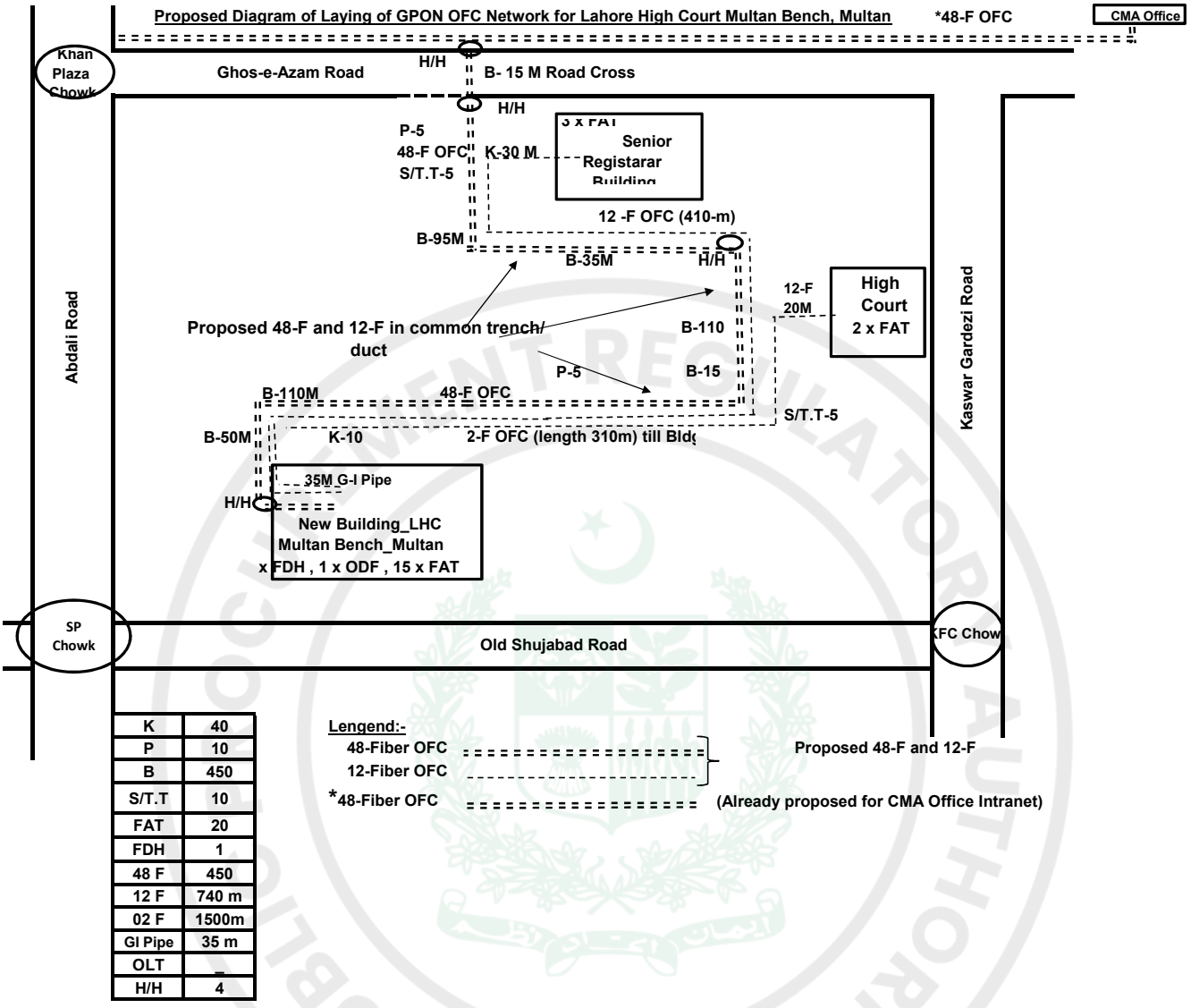
PROPOSED OFC CONNECTYVITY TO PROVIDE WAN CONNECTION TO THE OFFIC OF CMA,MC, MULTAN



PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

BOQ for Laying of GPON OFC Distribution Network at Lahore High Court Multan Bench, Multan					
Store (to be Provided by Contractor)					
S. No	**Description of Items**	**Unit**	**Qty**	**Rate with 18% GST**	**Total Amount Rs.**
1	FDH Cabinet (Type Steel or Equivalent with Surface Powder Coating, color gray as per standard, dimention 1450mmx750mmx350mm) ODF Cable Tray alongwith **48 Fiber Ports** Pre Loaded with SC/APC adapter with Pigtails Splice Tray complete in all aspects with Painted of NTC Monogram on face of FDH Cabinet.	No.	1		
2	19 Inch Rack floor Standing for ODF Rack mounted along with all installation material	No.	1		
3	Rack mounted ODF of 48-Fiber Pre Loaded along with SC/APC adapter Pigtails Splice Tray complete etc	No.	1		
4	Layer 2 Manageable configured Switch (D-Link or renowned brand), 8 x Ports FE/GE SFP Based ports Support Py/Sy links including support of Combo Ports along-with all allied acccessories (intranet+CIR) connections with allied Patch cords (LC/SC or SC/SC as per site requirements) fo E-Office Connections	No.	3		
5	Data cabinet 2-U wall mount with PDU 3 x Pin	No.	3		
6	Cable Manager 8/12 port	No.	3		
7	FDH Spliter 2:4 (Polar or Cassettee) with Pre Loaded SC/APC Adapter loaded in Tray complete in all aspects etc.	No.	5		
8	FAT 2:8 Ports (PLC type) pre loaded along with SC/APC Adapter (single mode) with Pigtail Splice tray & loss within 10 dbm etc along-with FAT box having dimention as LxWxH (28cm x21cm x 08cm) with Painted of NTC Monogram on face of FAT.	No.	20		
9	Pigtail 1m SC/APC Adopter (Single mod) for Drop fiber to FAT/Patch Panel	No.	160		
10	Patch Cord SC/APC (Single mode) 3 meter for FDH	No.	25		
11	Patch Panel 2 Port Fiber SC/APC Adapter (Single mode) pre loaded for ONT/client end	No.	160		
12	Patch Cord (SC/APC Single mode) 10 meter	No.	8		
13	HDPE Pipe 2"dia, 3mm thickness	Meter	510		
14	PVC /channel patti 2 inch/ Flexible Pipe 1" dia. (Adam Jee or Equivalent)	Meter	50		
15	GIP 1.5 inch with clamps for attachment with building	Meter	35		
16	Warning Tape with NTC monogram	Meter	60		
17	Joint/Route Indicators NTC monograme & Green Painted as per NTC specifications	No.	1		
				Sub Total (A) Rs.	

Services (to be Provided by Contractor)					
S. No	**Description of Works**	**Unit**	**Qty**	**Rate with 16% PST**	**Total Amount Rs.**
1	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the Pipe, Laying of Warning tape, back filling & proper disposal of surplus dressing and Compaction in **"KACCHA"** with RoW Charges.	Meter	30		
2	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the Pipe, Laying of Warning tape, back filling & proper disposal of surplus dressing and Compaction in **"KACCHA"** without Right of Way Charges.	Meter	10		
3	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the Pipe, Laying of Warning tape, back filling, re-instatement & proper disposal of surplus dressing and Compaction in **"PACCA"** with Right of Way Charges.	Meter	5		
4	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the Pipe, Laying of Warning tape, back filling, re-instatement & proper disposal of surplus dressing and Compaction in **"PACCA"** without Right of Way Charges.	Meter	5		
5	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the Pipe, Laying of Warning tape, back filling & proper disposal of surplus dressing and Compaction in **"Soling/Tuff Tiles"** with Right of Way Charges.	Meter	5		
6	Marking & Excavation of trench for Pipe laying measuring width 40 cm & depth 120 cm, laying of 10 cm thick sand layer above and below the Pipe, Laying of Warning tape, back filling & proper disposal of surplus dressing and Compaction in **"Soling/Tuff Tiles"** without Right of Way Charges.	Meter	5		
7	Boring of Road for depth 120cm for pipe with Right of way	Meter	440		
8	Boring of Road for depth 120cm for pipe without Right of Way	Meter	10		
9	Attachment of GI Pipe along with building /walls	Meter	35		
10	Pulling of cable in HDPE Pipe	Meter	1,190		
11	Splicing of Optical Fiber Cable in FDH /FAT/Joint enclosure.	No.	120		
12	Fixing of Channel Patti/PVC Duct complete	Meter	50		
13	Fixing and Fitting of FAT with wall /Pole with clamps/rawal Bolts etc.	No.	20		
14	Construction of FDH Cabinet Base as per Standard (optional - if required)	No.	1		
15	Break through Wall/Concrete, etc	No.	1		
16	Transportation, Loading/unloading for OFC Cable from NTC Store/warehouse at Lahore to the site	KM	350		
17	Installation of ODF Complete in all respects	No.	1		
18	Construction of small Hand Hole RCC Type **(90 x 90 x120 cm)** RCC Type with opening Cover	No.	4		
				Sub Total (B) Rs.	
				Sub-Total (A+B) Rs.	



K	40
P	10
B	450
S/T.T	10
FAT	20
FDH	1
48 F	450
12 F	740 m
02 F	1500m
GI Pipe	35 m
OLT	_
H/H	4

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