



# NATIONAL TELECOMMUNICATION CORPORATION

## TENDER DOCUMENTS

***Renovation of Room # 503 for Establishment of Security  
Operation Center (SOC) at 5th Floor of NTC HQ's Building,  
G-5/2, Islamabad***

HQ/ADV-51/ 2025-26

Date/Time of Submission: July 08, 2026 at 1100 Hrs.

Date/Time of Opening: July 08, 2026 at 1130 Hrs.

**Venue of Tender Opening:**

Office of Director (Procurement)

NTC, HQs G-5/2 Islamabad



# INSTRUCTIONS TO TENDERERS

## INTRODUCTION

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

### 1. Scope of work

Tenders are invited for the work of **“Renovation of Room # 503 for Establishment of Security Operations Center (SOC) at 5th Floor of NTC HQ's Building, G-5/2, Islamabad”**

### 2. PREPARATION OF BID

- a. Bid should be prepared in accordance with “Single Stage-Single Envelope” procedure.
- b. The envelope shall clearly mention the name of bidder & necessary information in bold & legible letters to avoid any confusion.
- c. Bid documents and all correspondence will be in English language.
- d. The bid should have a covering letter on letter pad of the firm. All pages of the bid shall be initialed/signed and official seal be affixed by the person(s) authorized to sign. In addition, all the pages of the submitted bid must be numbered. Complete bid shall be scanned and uploaded on EPADS.

#### Following documents shall be submitted with the proposal:

- a. Duly filled Bill of Quantity.
- b. Valid Tender security.
- c. Documentary evidence and Certificates as per eligibility criteria.
- d. Company Profile

#### NOTE:

*Every participant bidder shall submit all above mentioned documents. Non-submission of any of above documents will lead to declaration of bidder as non-responsive & non-consideration for further evaluation.*

### 3. Earnest Money / Bid Security

Earnest money equivalent to 100,000/- of the total tendered price shall be deposited by the Tenderers through Bank draft or Pay order from a Bank in favour of NTC HQs G-5/2 Islamabad. The pay order of Bank draft shall be from a schedule bank.

4. Unless otherwise agreed between NTC and the contractors, the contractor shall, within 7 days after posting of the written notice of acceptance of the tenders after posting of the written notice of acceptance of the tender furnish to NTC, a performance security for the fulfillment of contract in terms of clause-10 of the General Conditions of the contract. The performance security shall be released after maintenance period is over.
5. The tender shall submit their tenders complete in all respect fully priced, totaled in ink and signed by the contractor.
6. The rates and prices set down by the tender against items in the bill of quantities are to be the bill inclusive value of the finished work described thereunder and shall cover profit and all obligations of every kind, to be borne by the contractor. The total value of contract shall be the sum total of the prices of each item of the BOQ. The contractor shall be responsible for the finished work complete in all respects as per specification and to the entire satisfaction of the Engineer.
7. The total amount for the various items set out in the BOQ at the rates or prices inserted by the tender shall be stated in each case.



8. **DEADLINE FOR SUBMISSION OF BID**
- The bid shall be uploaded in PDF format on PPRA EPADS website i.e. www.eprocure.gov.pk on or before 1100 hours on dated July 08, 2026.
  - The bidders are required to follow procedure of EPADS and for any clarification/assistance regarding EPADS they may contact PPRA Helpline UAN: 051-111-137-237.
  - Bid received other than EPADS i.e. hard/Soft copy delivery in person or through e-mail or fax or registered mail will be not accepted by NTC.
9. **OPENING OF BID**
- The NTC tender committee will download and open the bids at 1130 Hours on dated July 08, 2026 in the presence of bidders' representatives who choose to attend, at NTC HQ G-5/2 Islamabad.
  - NTC reserves the right to reject any one or all bids prior acceptance of a bid / proposal.
  - NTC reserves the right to reject any one or all bids as per Public Procurement Rules, 2004 33(1).
10. **Period of Completion**
- The work shall be completed in all respects in **45 x Days**, which shall be reckoned after 07 days of the acceptance of tender issuance of work order.
11. No unauthorized alteration shall be made in the form of tender and the accompanying documents and if any such alteration is made or if the BOQ are not properly filled in or if these instructions are not fully complied with the tender may be rejected.
12. **Period of Maintenance**
- The period of maintenance shall be **06 calendar months** to be reckoned from the certified date of completion.
13. **Acceptance / Rejection of Tender**
- The authority reserves the right to reject any tender without giving any reason and do not bind himself to accept the lowest or any tender.
14. **Clarification**
- Should there be any doubt or obscurity as to the meaning of any of the tender documents if any further information is required the tender must address his enquiry in writing (in duplicate) to the authority / Engineer and is decision / interpretation shall be final.
15. The contractor shall prepare bar / bending schedule and submit three copies for approval of the Engineer Incharge before cutting, denting and placing of steel reinforcement.
16. The contractor shall prepare shop drawings for electrical and plumbing works including other drawings showing details of installations such as wood work etc, where deemed necessary by the Engineer Incharge.
17. **First Aid**
- The contractor shall maintain properly equipped First Aid facilities at the Engineer's site office, so as to Tender First Aid to the injured during the progress of work if required.
18. **Responsibility of the Contractor**
- The contractor shall: -
- Indemnify the National Telecommunication Corporation against all damages, losses and liabilities that may have to be incurred by the contractor during execution and maintenance period of the said work.
  - Abide the general conditions of contract of the NTC and other terms and rules in force.
  - Satisfy the Engineer that safety measures adopted are adequate, responsible for any and all defects that may be found in the structure due to facility workmanship or use of substandard



- material within the period of a maintenance and shall make good the damages, or losses suffered by the NTC either directly at his own cost and to the satisfaction of the Engineer.
- iv. Shall provide adequate security to the satisfaction of the Engineer against pilferages damage or misuse of the stores supplied to the contractor.

19. **Instructions**

Subsequent to the award of the contract, the entire work will be controlled and supervised by the Engineer Incharge directly or through his authorized agent / agents.

20. **Rules and Regulations**

The contractor, at all time and till completion of the work shall obey and abide by all rules and regulations of the local authorities and shall be responsible for direct payment to them of all dues and charges.

21. The contractor shall be required to submit a program of work for approval of the Engineer within one week of placement of order. The contractor shall ensure strict compliance to the approved program.

22. The Engineer can make any variation of the form, quality or quantity of work or part thereof, that may be necessary or desirable in his opinion for any reason. For that purpose, the Engineer shall be authorized to order the contractor to the do and the contractor shall do any of the following: -

- i. When the Engineer has determined the amount, if any, to be added or deleted or deducted from the sum named in the tender in respect of any extra work done or work omitted the contractor shall execute the work according to the quantities of work so determined by the Engineer.
- ii. Increase or decrease the quantity of work.
- iii. Omit or change the quality and kind of any such works.
- iv. Execute additional work of any kind necessary for the completion of the works.

23. The contractor is required to sign each and every page of tender documents and initial each and every correction / cutting, if any.

24. Taxes will be deducted in running bill as per Government Rules.





NATIONAL TELECOMMUNICATION CORPORATION  
Headquarters G-5/2, ISLAMABAD

**INVITATION TO e-BID**  
**Tender Notice No. HQ/ADV-51/ 2025-26**

National Telecommunication Corporation (NTC) invites electronic bids from the Contractors registered with Income Tax and Sales Tax Department having relevant experience for provision of following works:

<b>Tender No.</b>	<b>Description of Service</b>	<b>Last Date &amp; Time of Bid Submission</b>	<b>Bid Opening Date &amp; Time</b>
51	Renovation of Room # 503 for Establishment of Security Operations Center (SOC) at 5th Floor of NTC HQ's Building, G-5/2, Islamabad	<u>08-07-2026</u> @ 11:00 Hrs.	<u>08-07-2026</u> @ 11:30 Hrs.

2. e-bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on EPADS at ([www.eprocure.gov.pk](http://www.eprocure.gov.pk)).

3. Electronic bids must be submitted through EPADS on or before the bid closing date and time, as specified in the table. Manual bids will not be accepted. Electronic bids will be opened on the same day, at least 30 minutes after the bid closing time, as indicated in the table.

Note: Notification of the GRC constituted in terms of Rule-48 of PPRA rules, 2004 is provided on EPADS at [www.eprocure.gov.pk](http://www.eprocure.gov.pk) and on [www.ntc.net.pk](http://www.ntc.net.pk).

**Director (Procurement)**

Room # 05, Ground Floor, NTC HQs Building, Sector G-5/2 Islamabad

**Phone:** 051-9245833, [www.ntc.net.pk](http://www.ntc.net.pk)



**SPECIAL STIPULATIONS**  
**Conditions of Contract**

<b>Sr.#</b>	<b>Descriptions</b>	<b>Clause.#</b>	<b>Definition</b>
1	Time for Completion	10	45 x Days from the date of receipt of Engineer's Notice to Commence.
2	Defect liability Period	12	06 Calendar months after completion of work.
3	Percentage of Retention Money	10 - 1	5% of the amount of Interim each certificate / bill
4	Time for Commencement		Within 14 days from the date of receipt of Engineer's Notice to commence
5	Amount of Liquidated Damages	41	Rs. 5,000/- for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price.
6	Time of Payment from Submission of Engineer's Interim Payment Certificate to the Employer.		28 days

## GENERAL CONDITIONS OF CONTRACT

### Definitions & Interpretations

1. (1) In the contract as (hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires: -
- (a) 'EMPLOYER' means the National Telecommunication Corporation Islamabad and includes the 'N.T.C.' representative or successors. The words 'EMPLOYER' and N.T.C. are synonymous throughout the contract.
  - (b) 'CONTRACTOR' means the person or persons, firm or company whose Tender (as hereinafter defined) has been accepted by the 'N.T.C.' and includes the contractor's personal representative, successors and permitted assigns.
  - (c) 'ENGINEER' means the Project Manager / Chief Engineer / Principal Engineer and Project Director of the National Telecommunication Corporation or other Engineer appointed from time to time by the 'N.T.C.'.
  - (d) 'SECRETARY' means the Secretary, National Telecommunication Corporation Islamabad.
  - (e) 'Representative of the Engineer' means any Executive Engineer / Senior Engineer / Assistant Engineer and any other duly authorized Agent or Agents appointed from time to time by the N.T.C. or the Engineer to perform the duties set forth in clause 2 thereof.
  - (f) 'WORKS' means the works to be executed in accordance with the Contract.
  - (g) 'CONTRACT' means the conditions of contract specifications. Drawings, priced Bill of Quantities, Schedule of Rates and prices (if any) Tender and the Contract Agreement.
  - (h) 'CONTRACT PRICE' means the sum named in Tender subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained.
  - (i) 'CONSTRUCTIONAL PLANT' means all appliances or things of whatsoever nature required in or about the execution completion or maintenance of the works or Temporary works (as thereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
  - (j) 'TEMPORARY WORKS' means all temporary works of every kind required in or about the execution, completion or maintenance of the works.
  - (k) 'DRAWINGS' means the drawings referred to in the specification and any modifications of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by Engineer.
  - (l) 'SITE' means the lands and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the N.T.C. for the purposes of the contract.
  - (m) 'APPROVED' means approved in writing including subsequent written confirmation of previous verbal approval and 'approval' means approved in writing including as aforesaid.
  - (n) 'TENDER' means the offer tendered by the Contractor for the works governed by the contract.
- Singular & Plural (2) Words imparting the singular only also include the plural and vice versa where the context requires.
- Marginal Head (3) The marginal headings or notes in these General conditions shall not be deemed to be part thereof or construction thereof or of the contract.



## REPRESENTATIVE OF ENGINEER

Duties &  
Powers of  
Representative  
of the  
Engineers

2. The under the contract except as expressly provided hereunder or elsewhere in the contract or order any work involving delay or any extra payment by the N.T.C. not to make any variation of or in the works.

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

- (a) Failure of the Representative of the Engineer to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the pulling down, removal or breaking up thereof.
- (b) If the Contractor shall be dissatisfied by reason of any decision of the Representative of the Engineer, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm reverse or vary such decision.

## ASSIGNMENT AND SUB-LETTING

Assignment &  
Sub-letting

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

## EXTENT TO CONTRACT

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

## CONTRACT DOCUMENTS

Documents  
mutually  
explanatory

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

Drawings.

6. Three copies of the approval Drawings shall be furnished to the Contractor free of cost. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the contract the Contractor shall return to the Engineer all drawings



provided under the contract. One copy of the Drawings furnished to the Contractor as aforesaid shall be kept by the Contractor on the site and the same shall at all reasonable times be available for inspection and use by the Engineer and the Representative of Engineer.

Further drawings & instructions

7. The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

Contractor to provide everything necessary

8. The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom and if the Contractor finds any discrepancy in the drawing or between the drawing Schedule of quantities and specifications, he shall immediately and in writing refer the same to the Engineer who shall decide which is to be followed.

Contract Agreement

9. The Contractor shall within fourteen days after written notice of acceptance of the tender has been posted to the Contractor, enter into and execute a contract agreement (to be prepared at the cost of the Contractor) in the form prescribed with such modifications as may be necessary.

Retention money /Security Deposit

10. 1) The Retention Money will be deducted @ 5% from each running bill. The retention money will be released after expiry of maintenance period as per clause.# 12 of instruction to tenderers.

Performance Security/Bank Guarantee

- 2) The contractor shall provide performance security to the employer in the prescribe form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the work order. The performance Security shall be of an amount not less than 10% of the Contract price stated in the work order. Such security shall be in the form of Bank Guarantee from any schedule Bank of Pakistan. The performance security/Bank Guarantee will be released after successful completion of work.

Contractor's failure to furnish security deposit

- 2) In the event of the Contractor failing to execute a formal contract or to make a security deposit therefore in the manner aforesaid and in the period specified, the N.T.C. is entitled to appropriate any earnest money or initial deposit made by the Contractor with his tender without prejudice to their right to claim any further loss or damage which may result to them by reason of the aforesaid defaults of the Contractor as if a contract is actually executed for purposes of such claim.

Inspection of site

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

Sufficiency of Tender

12. The Contractor shall be deemed to have satisfied himself before tendering as of the correctness and sufficiency of his tender for the work and of the rates and prices stated in the priced Bill of Quantities and the Schedule of Rates (if any) which rates and prices shall except in so far otherwise provided in the contract cover all his obligations the contract and



all matters and things necessary for the proper completion and maintenance of the works.

Works to the satisfaction of Engineer

13. The Contractor shall execute complete and maintain the works in strict accordance with the Contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer instructions and directions on any matter (whether mentioned in the Contract or not) touching or concerning the works. The Contractor shall take instructions and directions only from the Engineer or (subject to the limitations referred in clause 2 hereof) from the Representative of Engineer.

Programme be furnished.

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

Contractor to provide superintendence or Agent at site.

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

Deployment of labour, skilled or unskilled by the Contractor.

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



Representative of the Engineer returns in such form and at such intervals as the Engineer may prescribe showing in detail the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site.

Proper setting out of works, levels, alignment etc.

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

Watching and lighting

18. The Contractor shall in connection with works provide and maintain at his own cost, all lights, guard, fencing and watching when and where necessary or required by the Engineer or the Representative of the Engineer or by any duly constituted authority for the protection of the works or for the safety and convenience of the public or others.

Care of works.

19. (1) From the commencement to the completion of the works, the Contractor shall take full responsibility for the care thereof and of all Temporary works and in case any damage, loss or injury shall happen to the works or to any part thereof or any Temporary works from any cause whatsoever (save and except the excepted risks as defined in sub-clause (2) of this clause) shall at his own cost repair and make good the same so that at completion the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and the Engineer's instructions. The Contractor shall also be liable, for any damage to the works occasioned by him in the course of any operation carried out by him for the purpose of complying with his obligations under clause 4 hereof.

(2) The 'excepted risk' are war hostilities (whether war be declared or not) invasion act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war or (otherwise than among the Contractor's own employees) riot, conpotion, disorder or use of occupation by the N.T.C. sion of any portion of the works in respect of which a Certificate of completion has been issued or any such operation of the forces of nature as reasonable foresight and ability on the part of the Contractor could not foresee or reasonably provide against all of which are herein collectively referred to as the 'excepted risks'.

Damage to persons & property

20. The Contractor shall (except if and so far as the specification provides otherwise) indemnify and keep indemnified the N.T.C. against all losses and claims for injuries or damage to any person or any property whatsoever (other than surface or other damage to land being or crops being on the site suffered by tenants or occupiers) which may arise out of or in consequence of the construction and maintenance of the works and against all claims demands proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

Insurance in respect of damage to persons & property

21. The Contractor shall be responsible for all injury to persons animals or things, and for all structural and decorative damage property which may arise from the operations of neglects of himself or of any nominated Sub Contractor's employees. Whether such injury or damage



arise from carelessness accident or any other cause whatsoever in any way connected with the carrying out of this Contract. This clause shall be held to include, inter alia, any damage to building, whether immediately adjacent or otherwise and any damage to roads, streets, foot-paths, bridges or ways as well as all damage caused to the building and works forming the subject of this Contract by frost or other inclemency of weather. The Contractor shall indemnify the Employer and held him harmless in respect of all and any expenses arising from any such injury or damage to person or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claim for the period of construction of the works and also during the period of maintenance for loss or damage arising from a cause occupying prior to the commencement of the period of maintenance.

The Contractor shall reinstate all damage of every sort mentioned in the Clause so as to deliver up the whole of the Contracted works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage as the property of third parties.

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or the third party in respect of any thing which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to affect and maintain, until the virtual of the Contract, with an approved office, policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Engineer from time to time during the currency of the Contract. The 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 at Common Law in respect of any Employee of the Contractor or any Sub Contractor and shall at his own expense effect and maintain until the virtual completion of the Contract, with an approved Office. A policy of Insurance in the joint names of the employer and the Contractor against such risks and deposit such policy or policies with the Engineer from time to time during the currency of this Contract.

The Contractor shall be responsible for anything which may be excluded from the Insurance policies above referred to and also for all other damage to any property arising out of and incidental to the negligent or defective carrying of this contract. He shall also indemnify the Employer in respect of any costs charges of expense arising out of any claim or proceedings and also in respect of any award of or compensation of damages arising therefrom.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation costs, charges and expenses arising or accruing from or in respect of such claim or damage from any sum or sums due or to become due to the Contractor.

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

- (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.
- Fire Insurance 22. (a) The Contractor shall at the time of signing the contract insure the works and keep them to be insured until the virtual completion of the contract against loss or damage by fire in and Office to be approved by the Engineer in the joint names of the Employer and Contractor (the name of the former being placed first in the policy) for the full amount of the contract and for any further sum if called upon to do so by the Employer, the premium of such further sum being allowed to the Contractor as and authorized extra, such policy shall cover the property of the Employer only, fees for assessing the claim and in connection with his services generally therein and shall not cover any property of the Contractor or of any sub-contractor of Employer. The Contractor shall deposit the policy and receipts for the premium with the Engineer within twenty one days from the date of signing the contract unless otherwise instructed by the Engineer. In default of the Contractor insuring as provided above, the employer may insure and may so deduct the premiums paid from any monies due, or which may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled or the works reinstated by the Insurance Office should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred in all respects under the same Conditions of Contract. The Contractor, in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as the Engineer deems fit.
- (b) The amount so due as aforesaid shall be the total value of the work duly executed and of the Contract materials and goods delivered upon the site for use in the works upon and including the date not more than seven days prior to the date of the said certificate less the amount to be retained by the employee (as hereinafter provided) and less any installments previously paid under this clause, provided that such certificates shall only include the value of said materials and goods as and from time to time as they are reasonably, properly and not prematurely brought upon the site and then only if properly stores are protected against the weather.
- Giving of Notice & payment of fees. 23. The Contractor shall give all notices and pay all fess required to be given or paid by the National or State Statute Ordinance or other Law or any Regulation or Bye-law of any local or other duly constituted authority in relation to the execution of the works and by the Rules and regulations of public bodies and companies whose property or rights are affected in any way by the works or any Temporary works.
- Compliance with statutes Regulations The Contractor shall confirm in all respect with the provisions of any such Statute Ordinance or law as aforesaid and Regulations or bye-laws of any local or other duly constituted authority which may be applicable to the works or to any Temporary works and with such rules and regulations of public bodes and companies as aforesaid and shall keep the N.T.C. indemnified against all penalties Ordinance of Regulation or Bye-law.
- Fossils etc 24. All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or are acological interest discovered on the site of the works shall be between the N.T.C. and the Contractor be deemed to be the absolute property of the N.T.C. and the Contractor shall take reasonable precaution to prevent his workmen or any other person s from removing or damaging any such article or thing and shall immediately upon discovery

thereof and before removal acquaint the Representative of the Engineer of such discovery and carry out, at the expense of the N.T.C., the Representative of the Engineer, orders as to the disposal of the same.

- Patent lights and Royalties
25. The Contractor shall save harmless and indemnify the N.T.C. from and against all claims and proceedings for or on account of infringement of any patent rights design trade mark or name of other protected rights in respect of any Constructional plant machines, work or material used for or in connection with the works or Temporary works or any of them and from and against all claims, demands, proceedings, damage cost, charges and expenses whatsoever in respect thereof or in relation thereto, except where otherwise specified. The Contractor shall pay all feeses and royalties, rent and other payment or compensation till getting done and graved other material equipment required for the works or Temporary works or any of them.
- Opportunities for other Contractors.
26. The Contractor shall in accordance with the requirements of the Engineer afford all reasonable opportunities for carrying out their work to any other contractors employed by the N.T.C. and their workmen and to the workmen of the N.T.C. and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the Contract or of any Contract which the N.T.C. may enter into in connection with or ancillary to the works.
- Supply of plant, materials & labour
27. Except where otherwise specified the Contractor shall at his own expense supply and provide all the constructional plant Temporary works materials both for temporary and for permanent works labour (including the supervision thereof) transport to or from the site and about the work s and other things of every kind required for the construction completion and maintenance of the works.
- Clearance of site on completion
28. On the completion of the works the Contractor shall clear away and remove from the site all Constructional plant surplus materials rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer.

#### LABOUR

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

#### WORK MATERIAL AND PLANT

- Quality of material & workmanship & Tests.
31. (a) All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subject from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the



		works for testing as may be selected and required by the Engineer.
Const of samples.	(b)	All samples shall be supplied by the Contractor at his own cost.
Cost of tests	(c)	The costs of making all tests specified in the Contract shall be borne by the contractor.
Unfixed material when taken into account to be the property of Employer.	(d)	Where in any certificated (of which the Contractor has received payment) the Engineer has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such material shall become the property of the Employer and they shall not be removed except for use upon the works without the written authority of the Engineer. The Contractor shall be liable for any loss or damage to such materials.
Access to site.	32. (a)	The Engineer and any person authorized by him shall at all times have access to the works and to the site and to all workshop and places where work is being prepared or where materials manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility for and every assistance in or in obtaining the right of such access.
	(b)	The Employer reserves the right to use the premises and any portion of the site for the execution of any work not included in this Contract which he may desire to have carried out by other persons and the Contractor I is to allow all reasonable facilities for the execution of such work but is not required to provide any plant or material for the execution of such work except by special arrangements with the employer. Such work shall be carried out in such manner as not to impade the progress of the works included in the Contract and the contractor is not to be responsible for any damages which may happen to or be occasional for any danger or delay which may happen to or be confronted by such work.
Examination of works before covering up.	33.	No work shall be covered up or put out of view without the approval of the Engineer or the Representative of the Engineer and the contractor shall afford full opportunity for the Engineer or the Representative of the Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Representative of the Engineer whenever any such work or foundations is or are ready or about to be ready for examination.
Singular & Plural	34. (a)	The Engineer shall during the progress of the work have power to order from time to time: -
	a)	The removal from the site within such time or times as may be specified of any materials, which in the opinion of the Engineer are not in accordance with the contract.
	b)	The substitution of proper and suitable materials and
	c)	The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) of any work which in respect of materials of workmanship is not in the opinion of the Engineer in accordance with the contract.
Default of Contractor or in compliance.	(b)	In case of default on the part of the Contractor in carrying out such order, the N.T.C. shall be entitled to employ and pay other person to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be

recoverable from him by the N.T.C. or may be deducted by the N.T.C. from any monies due or which may become due to the Contractor.

- Suspension of work.
35. The Contractor shall on the written order of the Engineer suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension period protect and secure the work so far is necessary in the opinion of the Engineer. The extra cost (if any) incurred by the Contractor in giving effect to the Engineer's instructions under this clause shall be borne and paid by the N.T.C. unless such suspension is: -
- (a) Otherwise provided for in the contract, or
  - (b) necessary for the proper execution of the work or by reason of weather conditions affecting the safety or quality of the contract, or
  - (c) necessary for the safety of the works or any part thereof:

Commencement of works.

Provided that the Contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intension to claim to the Engineer within 14 days of the Engineer's order. The Engineer shall settle and determine the extra payment to be made to the Contractor in respect of such claim as the Engineer shall consider fair and reasonable.

#### COMMENCEMENT, TIME AND DELAYS

36. The Contractor shall commence the works on site within the period named in the tender after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the Contractor's control.
- Possession of site.
37. (1) Save in so far as the Contract may prescribe the extent of portions of the site of which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the contract as to the order in which the works shall be executed, the Engineer will, with the written order to commence the works, give to the Contractor possession of so much of the site as may be required to enable the Contractor to commence and proceed with the construction of the works in accordance with the programme referred to in clause 14 hereof (if any) and otherwise in accordance with such reasonable proposal of the Contractor as he shall by notices in writing to the Engineer make and will from time to time as the works proceed give to the Contractor possession of such further portions of the site as may be required to enable the Contractor to proceed with the construction of works with due dispatch in accordance with the said programme or proposals (as the case may be)

Way leaves etc.

(2) The Contractor shall be or all expenses and charges for special or temporary way leaves required by him in connection with access to the site. The Contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purpose of the works.

Time for completion.

38. Subject to any requirement in the specification as to completion of any portion of the works before completion of the whole of the works shall be completed within the time sated in the tender calculated from the last day of the period named in the tender as that within which the works are to be commenced or such extended time as may be allowed under clause 39 hereof.

Extension of time for

39. Should the amount of extra or additional work of any kind or other special circumstances of



completion.

any kind whatsoever which may occur, be such as fairly to entitle the Contractor to an extension of time for the completion of the work, the Engineer shall determine the amount of such extension. Provided that the Engineer is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has within 28 days after such work has been commenced or such circumstances have arisen or as soon thereafter as is practicable delivered to the representative of the Engineer full and detailed particulars of any claim to extension of time to which he may consider himself entitled in order that such claim may be investigated at that time.

Rate of progress.

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

Termination of contract for slow progress

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

Liquidated damages for delay.

41. If the Contractor shall fail to complete the works within the time prescribed by Clause 38 hereof or extended time except where otherwise specified then the Contractor shall pay to the N.T.C. liquidated damages for such default and not as penalty, a sum of money for every calendar day part thereof which shall elapse between the time prescribed by clause a sum of Rs. 5,000/- (Five Thousand only) per day upto maximum of 10% (ten percent) of final contract price.

Certificate of completion of work.

42. As soon as in the opinion of the Engineer, the works shall have been substantially completed and shall satisfactorily passed any final test that may be prescribed by the Contract, the Engineer shall, on receiving a written undertaking by the Contractor to finish any outstanding work during period of Maintenance, issue a certificate of completion in respect of the works and the period of Maintenance of the works shall commence from the date of such a certificate provided that the Engineer may give such certificate with respect to any part of the



works before the completion of the whole of the works and shall upon the written application of the Contractor give such certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the Engineer and occupied or used by the N.T.C. and when any such certificate is given in respect of a part of the works such part shall be considered as completed and the period of Maintenance of such part shall commence from the date of such certificate. Provided also that a certificate of Completion given in accordance with the foregoing provisions of any part of the works occupied and used as aforesaid shall not be deemed to certify completion of any ground of surface requiring reinstatement unless such certificate shall expressly so state.

#### MAINTENANCE AND DEFECTS

Definition of period of maintenance.

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

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

Cost of execution of work of repair etc.

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

#### ALTERATIONS, ADDITIONS AND OMISSIONS

Variations.

44. (1) The Engineer shall make any variation of the form, quality or quantity of works or any part thereof that may in his opinion be necessary and for that purpose or if for any other reason it shall in his opinion be desirable, shall have power to order the Contractor to do and the Contractor shall do any of the following: -

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



and no such variation shall in any way vitiate or invalidate the contract but the value (if any) of all such variations shall be taken into account in ascertaining the amount of the contract price. The contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omission, additions or substitutions shall not invalidate the contract, and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same %age as is specified in the tender for the main work. The time for the completion of the work shall be extended to the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. And if the altered addition or substituted work includes any item of work, for which no rate specified in the Pak PWD Schedule of rates - 2022 which was in force at the time of the acceptance of the contract, minus, plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender, and if the altered, additions or substituted work is not entered in the Schedule of Rates, then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineers-in-Charge of the rate together with detailed analysis of such rate, which it is his intention to charge for such item of work. In the event of a dispute the decision of the Engineer shall be final.

Order for variation to be in writing.

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

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

Day work.

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



for verification to the Engineer or his representative at or before the end of the week following that in which the work has been executed.

Claims.

(3) The Contractor shall send to the Engineer every month an account giving full and detailed particulars of all claims for any additional expense to which the Contractor may consider himself entitled and of all extra or additional work ordered by the Engineer, which he has executed during the preceding month and no claim for payment for any such work will be considered which has not been included in such particulars.

#### PROPERTY IN MATERIAL AND PLANT

Plants, etc. the property of the Commission.

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

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

Commission not liable for damages to plant etc.

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

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

#### MEASUREMENT

Quantities.

48. The quantities set out in the Bill of quantities are the estimated quantities of work but they are not to be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the Contract.

Work to be measured.

49. The Engineer shall except as otherwise stated, ascertain and determine by measurement the value of work done in accordance with the contract. He shall, when he requires any part or parts of the work to be measured, give notice to the Contractor or authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer or the representative of the Engineer in making such measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the works.

Method of Measurement

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



## PROVISIONAL SUMS

- Use of Provisional and contingency items. 51. All the sums set out in the Bill of quantities which shall be stated to be provisional or for contingencies shall be used only at the direction and discretion of the Engineer and if not used either wholly or in part shall as to the amount not used be deducted from the Contract price.
- Items not monied out. 52. All items not monied out in the Bill of quantities shall be used at the direction and discretion of the Engineer and if used either wholly or in part shall as to the amount used added to the Price.

## CERTIFICATE AND PAYMENT

- Bill for on account payment 53. (1) The Contractor shall submit to the representative of the Engineer during the execution of the works on-account bills signed by the Contractor showing the quantities and values of the permanent work done on the Site as soon as measurements have been recorded as per Clause 49 hereof.
- Rates & Prices. (2) The rates and prices in such on-account bills shall be in accordance with the these in the priced Bill of quantities so far rates and prices are applicable and on the approved rates and price for other items of work.
- Quantities. (3) The quantities in such on-account bills shall be in accordance with the agreed measurement recorded by the representative of the Engineer as per provision of Clause 49 hereof.
- Advance. (4) The Contractor will be paid on the certificate of the Engineer, the estimated contract value of the permanent executed and in the addition such amount as the Engineer may consider fair and reasonable for any temporary works for which separate amount are provided in the Bill of Quantities so far as it applies to a retention of a percentage until the amount retained such reach the amount of the security deposit as per Clause 10 hereof after which time no further deduction or retention will be made.
- Approval only by Maintenance Certificate. 54. No certificate other than the Maintenance certificate referred to in Clause 55 hereof shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as admission of the performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional or varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.
- Maintenance Certificate. 55. The contract shall not be considered as complete until a Maintenance Certificate has been signed by the Engineer and completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer Twenty-eight days after the expiry of the period of Maintenance (or if different periods of Maintenance shall become applicable to different parts of the works, the expiration of the latest such period) and full effect shall be given to this clause notwithstanding any previous entry on the works or the taking possession working or using thereof by the N.T.C.. The security deposit of the Contractor shall be refunded after the Maintenance certificate has been issued by the Engineer after deducting any sums, which may become due from Contractor in terms of provision of clause 40(2), 41 and 43(4) hereof.
- Payment on 56. When the Engineer has granted a Certificate or Certificates of completion for the whole of the



completion. works under clause 42 hereof and when the N.T.C. has ascertained the estimated final sum due to the Contractor the N.T.C. shall after allowing for the amount of all previous on-account bills and certificates and after allowing for all other payments due from the Contractor to the N.T.C. pay to the Contractor such a sum out of the balance so calculated as remaining due to the Contractor as will leave to be retained by the N.T.C. a sum equal to the security deposit (see clause 10 hereof).

Currency of payment. 57. Unless otherwise agreed between the N.T.C. and the Contractor all payments to be made to the Contractor under this Contract shall be made in Pakistan Rupee currency.

#### REMEDIES AND POWERS

Forfeiture. 58. If the Contractor shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the Contract under a Committee of inspection of his creditors or (being a corporation) shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if the Contractor shall assign the Contract without the consent in writing of the N.T.C. first obtain or shall have an execution levied on his goods or if the Engineer shall certify in writing to the N.T.C. that in his opinion the Contractor: -

- (a) has abandoned the contract;
- (b) without reasonable excuse has failed to commence the work or has suspended the progress of the work for 10 days after receiving from the Engineer's written notice to proceed; or
- (c) has failed to remove materials from the Site or to pull down and replace work for 28 days after receiving from the Engineer written notice that the said materials or work had been condemned and rejected by the Engineer under these conditions; or
- (d) is not executing the work in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contract;
- (e) has to the detriment of good workmanship or in defiance of the Engineer's instruction to the contrary sub-let any part of the contract than the Engineer may after giving 14 days notice in writing to the Contractor enter upon it and the works and expel the Contractor therefrom any of his obligations or liabilities under the Contract or releasing the Contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the N.T.C. or the Engineer by the contract and may himself complete the works or may employ any other Contractor to complete the works and the N.T.C. or such other contractor may use for such completion so much of the Construction Plant Temporary works and materials which have been deemed to become the property of the N.T.C. under the provisions of the contract as he or the N.T.C. may think proper and the N.T.C. sh may at any time sell all or any of the said Constructional Plant Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to the N.T.C. from the Contractor under the contract.

Valuation of Date of Forfeiture. (2) The Engineer shall as soon as may be practicable after any such entry and expulsion by the N.T.C. fix and determine or by or after reference to the parties or after such



investigation or enquiries as he may think fit to make or institute and shall certify what amount (if any) had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the Contractor in respect of work than actually done by him under the contract and what was the value of any unused or partially used materials any Constructional Plant and any temporary works which have been deemed to be done the property of the N.T.C. under the provisions of the contract.

Payment after  
Forfeiture.

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

Urgent Repairs.

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

Bribes,  
Commission,  
etc.

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

#### SETTLEMENT OF DISPUTES

Law Governing  
the Contract.

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

