



**N A T I O N A L T E L E C O M M U N I C A T I O N
C O R P O R A T I O N**

HEADQUARTERS G-5/2, ISLAMABAD

e-Bidding documents

FOR

**Hiring of Firm for End-to-End Implementation and ISO/IEC
Certification of NTC Data Centers**

Through EPADS (www.eprocure.gov.pk)

e-Tender Notice # HQ/ADV-01/2026-27

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SECTION-I

INSTRUCTIONS TO THE BIDDERS

1 INVITATION TO e-BIDS

Tender Notice No. HQ/ADV-01/ 2026-27

National Telecommunication Corporation (NTC), invites electronic bids from the contractor's / service providers, registered with Income Tax and Sales Tax Department having relevant experience for supply of following Licenses:

Tender No.	Description of Service	Last Date & Time of Bid Submission	Bid Opening Date & Time
01	Hiring of Firm for End-to-End Implementation and ISO/IEC Certification of NTC Data Centers	20-07-2026 @ 1000 Hrs.	20-07-2026 @ 1030 Hrs

Bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on EPADS at (www.eprocure.gov.pk).

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 and on www.ntc.net.pk.

Director (Procurement)

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

Phone: 051-9245833, 9245975 Fax: 051-9245719

www.ntc.net.pk

2 INTRODUCTION

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

3 SCOPE OF WORK

3.1 The contractor shall perform a comprehensive review of NTC's existing governance, policies, controls, infrastructure, and operational practices against ISO/IEC 27001:2022 Certification for enhancement of scope to include ISO/IEC 27005:2022, ISO/IEC 27017:2015, ISO/IEC 27018:2025, ISO 31000:2018 for risk management and ISO/IEC 22301:2019 for Business Continuity Management; with special emphasis on **cloud service provision and Telcom NOC Operations**.

3.2 Objectives

The objectives of this engagement include (but not limited to)

- a. The primary objective is to establish a comprehensive **Information Security Management System** compliant with **ISO/IEC 27001:2022**, specially for cloud service provision; coverage of Telecom NOC operations and successful third-party certification.
- b. The engagement shall also establish a mature ISO/IEC 27005:2022 -aligned **risk management framework** and **ISO/IEC 31000:2018 Risk Management Guidelines**; enabling systematic:
 - Risk identification
 - Risk assessment
 - Risk evaluation
 - Risk treatment.
 - Risk Governance
 - Risk monitoring
 - Risk review
- c. **Cloud security objectives** include implementation of ISO/IEC 27017:2015 controls, with emphasis on:
 - Secure cloud service operations
 - Cloud security governance
 - Shared responsibility definition
 - Virtualized environment protection
- d. Privacy protection objectives include. ISO/IEC 27018:2025 alignment for:
 - Personal data handling;
 - Storage and processing controls; and

- Cloud-based privacy safeguards.
- e. Implementing Business Continuity Management aligned with ISO/IEC 27001:2022 and ISO/IEC 22301:2022 for:
 - Business Impact Analysis (BIA) & Risk Assessment.
 - Creation of documented response strategies, warning procedures, and continuity plans.
 - Performance Evaluation.
- f. Additionally, the engagement shall include capability and capacity building to ensure long-term sustainability of the ISMS in NTC.

3.3 Implementation Methodology

- a. The contractor shall provide services for advisory and validation support for ISMS implementation including:
 - Control effectiveness validation.
 - Gap remediation guidance.
 - Governance structure establishment.
 - Risk oversight mechanisms.
 - Performance monitoring frameworks.
- b. **Gap Assessment:** A dedicated gap assessment shall be conducted covering:
 - ISO/IEC 27001:2022 (enhanced scope) Telecom NOC and cloud-related control applicability.
 - ISO/IEC 27005:2022, for information security risk management
 - ISO/IEC 27017:2015 control maturity assessment.
 - ISO/IEC 27018:2025 to protect Personally Identifiable Information (PII)
 - ISO/IEC 31000: 2018 Risk Management Guidelines.
 - ISO/IEC 22301:2019 for Implementing Business Continuity Management Systems (BCMS).
 - Shared responsibility model validation.
 - Identity and access management review.
 - Configuration and workload security assessment.
 - Regulatory and contractual compliance mapping.
 - ISMS Gap Assessment Reports shall be produced.
- c. **Internal Audit and Management Review:** The contractor shall perform internal audits and facilitate management reviews including:
 - Audit findings documentation
 - Non-conformity tracking
 - Management review facilitation
 - Compliance as per requisite standards.
 - Effective evaluation of ISMS.

- d. **Certification Readiness and Certification Support:** A full certification readiness assessment shall be conducted simulating Stage 1 and Stage 2 audits. Support shall include but not limited to:
- Audit preparation.
 - Evidence coordination.
 - Auditor engagement.
 - Response management.
 - Non-conformity closure.
- e. **External Certification Body Appointment:** The contractor shall select and appoint an external accredited certification body. Responsibilities include:
- Shortlisting accredited certification body.
 - Ensuring all external auditor/certification body fees are included in the bidder's financial proposal.

3.4 Documentation

- a. Bidder shall provide documents identified as deliverables in both printed and other electronic media (editable format to be shared for future use).
- b. In addition to the main deliverables, bidder shall provide templates and documented methodologies wherever relevant and required to NTC for future use which can be spread throughout the standards.
- c. Can demonstrate the desired job and mention the details including the activities desired from NTC and the activities which will be executed by the bidder.
- d. Should Provide the detailed report, and footprint of the tools being provided/ utilized, activities and remedial actions till completion of the job.
- e. Documentation requirement in addition to above mentioned includes (but not limited to)
- Information security governance
 - Risk management
 - Access control
 - Asset management
 - Incident management
 - Change management
 - Supplier management
 - Business continuity
 - Cloud security governance
 - Privacy protection
 - Regulatory compliance

3.5 Deliverables

The Contractor shall provide (but not be limited to):

- Gap assessment reports.
- Maturity assessment reports.
- Risk assessment and treatment documentations.
- ISMS framework documentations.
- Statement of Applicability (SoA).
- Policies and procedures (as required by applicable ISO standards and CTDISR-2025).
- Security governance framework.
- Plans for BIA, BCP, DR, Risk treatment plan etc.
- Compliance Dashboard/ Tools (GRC enterprise solution for tracking monitoring and management).
- Privacy protection framework.
- Internal audit reports.
- Management review reports.
- Certification readiness reports.
- Training materials and awareness content.
- Certification support documentation.
- External certification body evaluation report.
- Training certification records.
- Selection of auditing firms, conduct and qualification of 3rd party audit for certification.

All deliverables shall be owned by NTC and provided in editable formats.

3.6 Provision of GRC Automation Tool (Optional Item)

- On-premises deployment on NTC Data Center
- Three year SLA including updates and patches
- Necessary security evaluation/ vetting of tool
- Hands-on training of NTC staff
- Tool must be completely English language based
- Tool must not have India/Israel as country of origin

3.7 Training

The contractor shall conduct structured training programs including (but not limited to):

- Local Certification Training:** For ISO/IEC 27017, ISO/IEC 27018, ISO/IEC 27005, ISO/IEC 31000 and ISO/IEC 22301, comprehensive hands-on training for 20x NTC personnel.

- b. **Accredited Certification Training:** ISO/IEC 27001 Lead Implementer / Lead Auditor certification training for 10x NTC personnel, delivered via internationally recognized certification bodies. Training shall include:
 - Examination fees.
 - Certification fees.
 - Training materials in hard and soft forms.
- c. Training materials for all training will be shared in written format as well as in editable soft form.
- d. **Risk Assessment, BIA, BC & DR**
 - Training for Operational Staff: Detailed Training to be conducted for one week duration, covering Information Security Risk Assessment basics, Business Impact Analysis (BIA) concepts, and the organization's Business Continuity (BC) and Disaster Recovery (DR) plans/procedures. Training will be conducted on premises and online (for NTC regions)
 - Management-Level Session: One day separate dedicated session for senior management covering their roles and responsibilities in risk governance, BIA ownership, BC/DR decision-making, crisis management, and ISMS management review obligations.

4 QUALIFICATION CRITERION OF BIDDERS

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

- 4.1 The status of firm for Income Tax must be "active" and for Sales Tax as "operative".
- 4.2 The firm must have relevant experience i.e. implementation and certifications related ISO 27001, 27005, 27017, 27018, 3100 and 22301 with minimum four (04) certification in IT & Telecom Organizations. The firm must provide contracts and certification descriptions.
- 4.3 The firm must have employed relevant human resources i.e. minimum three resources must cover certifications of ISO/IEC 27001 Lead Auditor, CISSP and CISM.
- 4.4 The firm must have average annual turnover of at least PKR. Thirty (30) Million.
- 4.5 The firm must provide undertaking on at-least PKR 200/- Judicial Paper that:
 - a) The firm is not black listed from any government organization.
 - b) The firm does not have any linkage with India and/or Israel regarding ownership, sponsoring, IT support and operations.
- 4.6 The bidder must fully comply to the tender clauses as per [Annex-B](#).

Note: *Prospective Bidder Must Provide Valid Documentary Proof against serial # (4.1 to 4.6) along with the bid. Non-Submission of any of above document will lead to Consideration of a firm as NON-RESPONSIVE & Sub-sequent NON-CONSIDERATION for the evaluation.*

5 COST OF TENDERING

The bidder shall bear all costs associated with the preparation and submission of its bid and the NTC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

6 CLARIFICATIONS OF TENDER DOCUMENTS

- 6.1 A prospective bidder requiring any clarification(s) regarding technical and commercial aspects of the tender document may notify to NTC on EPADS platform only, however, in case of further clarification/understanding are required, the bidder may contact following NTC Officers:

Divisional Engineer (Procurement)-I	Director (Procurement)
Tel: 051-9245864, Fax: 051-9245977	Tel: 051-9245833, Fax: 051-9245977
Email: shaukat.ali@ntc.org.pk	Email: kashif.nawaz@ntc.org.pk

- 6.2 The concerned NTC officer will respond to any request for clarification on EPADS, which receives well before (approximate 05 working days or more) to the deadline for the submission of bids.

7 AMENDMENT OF TENDER DOCUMENTS

- 7.1 At any time prior to the deadline for submission of bids, the NTC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify or amend the tender documents by issuing an amendment on EPADS.
- 7.2 Any amendment thus issued shall be part of the tender documents. To afford bidders reasonable time in which to take an amendment into account in preparing their bids, the NTC may at its discretion extend the deadline for submission of bids if deemed necessary.

8 PREPARATION OF BID

- 8.1 Bid should be prepared in accordance with “**Single Stage - One Envelope**” procedure.
- The envelope shall clearly mention the name of bidder & necessary information in bold & legible letters to avoid any confusion.
 - Bid documents and all correspondence will be in English language.
 - 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.
- 8.2 Following documents shall be submitted with the proposal:
- Duly filled Bill of Quantity as per [Annex-A](#);
 - Duly filled commercial compliance statement as per [Annex-B](#);
 - Valid Tender security;
 - Documentary evidence and Certificates as per qualification criteria;
 - Company Profile.
 - Detailed technical proposal including, but not limited to, Project Implementation Plan, Responsibility Matrix.

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.

9 PRICE

- 9.1 Prices should be quoted in Pak Rupees on DDP basis as per [Annex-A](#).
- 9.2 The price quoted should be firm, final, and clearly written/typed without any ambiguity. Any overwriting will lead to cancellation of bid at the time of opening.
- 9.3 The quoted price should include all the applicable government taxes, custom duties, in-land transportation, & any other applicable charges.
- 9.4 It is mandatory that the rates / prices shall be entered against each item in the Bill of Quantity (BOQ) at [Annex-A](#). Any item against which no rate or price is entered and left blank by the bidder even mistakenly shall be deemed covered by the rates / prices for other items in the BOM and bidder shall be bound to provide that item free of cost.
- 9.5 The bidder shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.
- 9.6 Price of any or all items quoted in a currency other than PKR shall be converted into PKR and for calculation purpose conversion rate (i.e. selling) prevailing on the date of tender opening shall be applied.

10 BID SECURITY

- 10.1 The bidder shall furnish tender security amounting to **PKR.200,000/- (Pak Rupees Two Hundred Thousand Only)** in the form of Pay Order or Deposit at Call or a Bank guarantee as per [Annex-C](#) issued by a scheduled bank of Pakistan in favor of Managing Director NTC valid for a period 120 days beyond bid validity.
- 10.2 The Original Bid Security shall be delivered in person or sent by the registered mail which should reach the office of Director (Procurement) Room # 05, Ground Floor, NTC HQ, G-5/2 Islamabad on or before **1000 Hours on July 20, 2026**. Any online bid for which original bid security does not reach before deadline of the bid shall be rejected by the NTC as non-responsive.
- 10.3 Scanned Copy of bid security shall be uploaded by the bidder on EPADS before deadline of bid submission. Any bid not accompanied by bid security shall be rejected by the NTC as non-responsive.
- 10.4 The bid securities / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of tender security whichever is earlier. The bid securities of bidders, who are not in competition, can be returned earlier at NTC discretion upon receiving a request.
- 10.5 The tender security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed contract agreement.
- 10.6 All correspondence regarding release/extension of bid security shall be made with Director (Procurement) NTC HQ.
- 10.7 The bid security may be forfeited:
 - a. If a bidder withdraws his bid during the period of bid validity.
 - b. If the bidder does not accept the correction of their bid price.
 - c. In the case of successful bidder, if bidder fails to furnish the required performance security or sign the contract agreement.

- d. If bidder does not respond timely to the clarifications called by NTC.

11 VALIDITY OF BIDS

Bid shall remain valid for a period of 120 days from the date of tender opening.

12 DEADLINE FOR SUBMISSION OF BID

- 12.1 The bid shall be uploaded in PDF format on PPRA EPADS website i.e. www.eprocure.gov.pk on or before **1000 Hours on July 20, 2026**.
- 12.2 The bidders are required to follow procedure of EPADS and for any clarification/assistance regarding EPADS they may contact PPRA Helpline UAN: 051-111-137-237.
- 12.3 Bid received other than EPADS i.e. hard/Soft copy delivery in person or through e-mail or fax or registered mail will be not accepted by NTC.

13 OPENING OF BID

- 13.1 The NTC tender committee will download the bids at **1030 Hours on July 20, 2026** in the presence of bidders' representatives who choose to attend, at NTC HQ G-5/2 Islamabad.
- 13.2 NTC reserves the right to reject any one or all bids prior acceptance of a bid / proposal.
- 13.3 NTC reserves the right to reject any one or all bids as per Public Procurement Rules, 2004 33(1).

14 RESPONSIVENESS OF BIDDERS

- 14.1 The bid is valid till required period.
- 14.2 The bid prices are firm during its validity and inclusive of all taxes, duties & freight charges etc.
- 14.3 The bidder has furnished valid tender security.
- 14.4 The bidder is qualified to tender.
- 14.5 The bid is generally in order.
- 14.6 The bidder promptly responds to queries sought by NTC.
- 14.7 The bidder has submitted requisite samples of the quoted items and provided technical compliance to the specifications.
- 14.8 The bidder has complied to the tender clauses.

NOTE: *"Any bidder found non-compliant in any of above mentioned conditions will be declared as non-responsive and will not be considered for further Evaluation proceedings. A bidder once declared "Non-responsive" shall not subsequently be made responsive by the NTC."*

15 EVALUATION CRITERION FOR MOST ADVANTAGEOUS BIDDER

- 15.1 The tender evaluation committee will evaluate and compare only the bids previously determined to be substantially responsive.
- 15.2 Evaluation will be carried out on **Qualification and Cost basis**.
- 15.3 The **Most advantageous bidder** shall be the one fully compliant to **qualification criteria** and **highest ranked** in cost evaluation criteria as defined below:

15.4 Qualification Evaluation Criteria:

In first step, the received bids shall be evaluated on qualification criteria mentioned above. The bidders fully compliant to qualification criteria shall be declared as qualified. **Any firm found non-compliant in any of these conditions will be declared disqualified and will not be considered for further evaluation proceedings.**

15.5 Cost evaluation criteria:

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

15.6 Any effort by a bidder to influence NTC in the tender evaluation, bid comparison or order award decision may result in the rejection of his bid.

15.7 Any minor informality or non-conformity or irregularity in the bid which does not constitute a material deviation may be waived by NTC, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

16 CLARIFICATIONS / CORRECTIONS OF BID

16.1 To assist in the examination, evaluation and comparison of the bids the committee at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing (i.e. letter or email etc.) and no change in the price or substance of the bid shall be sought, offered or permitted.

16.2 Arithmetical errors will be rectified on the following basis:

“If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected.”

16.3 If the bidder does not accept the corrected amount of bid, their bid will be rejected and their bid security forfeited.

17 COMMERCIAL COMPLIANCE STATEMENT

The bidder will furnish a compliance certificate with the bid as per enclosed format as per [Annex-B](#) (duly signed along with company seal).

18 AWARD CRITERIA & NTC'S RIGHT

18.1 The contract will be awarded to Most Advantageous Bidder on as-a-whole basis.

18.2 The NTC reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids, at any time prior to award of order, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the NTC's action.

19 NOTIFICATION OF AWARD & SIGNING OF CONTRACT AGREEMENT

19.1 Prior to expiration of the period of tender validity prescribed by NTC, the NTC will notify the successful bidder in writing “Letter of Intent” through EPADS that their bid has been accepted. The bidder shall accept the LOI through EPADS.

19.2 The contract shall be signed with the successful bidder upon furnishing of acceptable performance security.

SECTION-II

TERMS & CONDITIONS OF CONTRACT

1 PERFORMANCE SECURITY

- 1.1 **ISO Certification & Trainings:** The successful bidder shall furnish to the NTC a performance security amounting to PKR. 500,000/- (Pak Rupees Five Hundred Thousand Only) in the shape of Pay order or CDR or bank guarantee valid for a period of 06 months as per [Annex-D](#) at the time of signing of contract.
- 1.2 **GRC Automation Tool:** The successful bidder shall furnish to the NTC a performance security amounting to PKR. 200,000/- (Pak Rupees Two Hundred Thousand Only) in the shape of Pay order or CDR or bank guarantee valid for a period of 39 months as per [Annex-D](#) at the time of signing of contract.
- 1.3 Failure of the successful bidder to furnish performance securities shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security.
- 1.4 All the correspondence regarding release of performance guarantee shall be made with Director (Procurement) NTC HQ.
- 1.5 Performance security against clause 1.1 above shall be shall be released upon successful issuance of Acceptance Certificates by Project Director.
- 1.6 Performance security against clause 1.2 above shall be shall be released upon successful issuance of Final Acceptance Certificates by Project Director.

2 CONTRACTORS RESPONSIBILITIES

- 2.1 The Contractor shall submit reports/documents to PD as per time lines agreed and PD will either approve or will return the same within 10 days of submission for modification or changes required as per PD.
- 2.2 Contractor will not bring any device laptop, computer, tablet, smart phone and will not be allowed to take any information/data outside NTC premises.
- 2.3 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.
- 2.4 The contractor shall provide services for Information Security Management System (ISMS) & ISO 27001 Certification as per BOQ and SOW and in accordance with specifications of RFT.
- 2.5 The contractor shall execute the project in accordance with the agreed Scope of Work and BOQ. Any requirement which is not mentioned in BOQ and Scope of Work & is necessary to complete the task shall be obliged by the contractor free of cost; however, the contractor shall not be liable to any major changes in the BoQ and scope of work.

3 NTC RESPONSIBILITIES

NTC shall be responsible for the following:

- 3.1 Project Director shall arrange to provide the requisite data and site access for implementation of the project.
- 3.2 Project Director shall assist in timely and satisfactory completion of the project in their areas of jurisdiction as per SOW.

- 3.3 Project Director shall timely review and verify deliverables provided by the Contractor and issue acceptance certificates upon satisfactory compliance with the agreed scope of work.
- 3.4 Project Director shall be responsible to verify the delivery of BOQ against contract, to issue Provisional Acceptance Certificate & Final Acceptance Certificate and to coordinate with any third party (if required).
- 3.5 NTC shall be responsible for timely processing of invoices.

4 TIME FOR COMPLETION

- 4.1 The contractor shall complete the job **within 15 to 17 weeks** from the date of signing of contract.
- 4.2 Time taken between request for access to systems by the contractor and actual date of grant of access shall not be counted towards time for completion.
- 4.3 Project Director shall keep proper record of written requests by the contractor and NTC access grants. In case of dispute, decision of Project Director NTC shall prevail.

5 LIQUIDATED DAMAGES

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

6 TRAININGS

- 6.1 The contractor shall arrange following trainings as specified in Bill of Quantity (Stage 4):
 - a) On-prem 20x Persons x ISO Certifications Training with local certificate (minimum 30 Hours)
 - b) On-prem 10x Persons ISO-27001:2022 Lead Auditor/Lead Implementer Training with exam vouchers (minimum 30 Hours)
 - c) On-prem Risk Assessment, BIA, BC & DR training for operational staff. (minimum 30 Hours)
 - d) On-prem Risk Assessment, BIA, BC & DR session for management (01 Day)
- 6.2 All the instructors shall possess high technical ability to impart training. They must have high command on the subject and English language.
- 6.3 Project Director NTC shall forward nominations for approval of CISO.
- 6.4 The contractor shall be bound to conduct these trainings within the Project Completion Timeline i.e. 15 to 17 Weeks from signing of contract.
- 6.5 The efficiency of the training program conducted by the contractor will be under close scrutiny and it will have to be repeated by contractor without extra cost to NTC if the training given is found to be ineffective, deficient and un-satisfactory.

However, NTC has to communicate its dissatisfaction (if any) during the training period for improvement and not afterwards.

- 6.6 Project Director shall issue Training Acceptance Certificate upon successful completion of required tasks carried out by the contractor.

7 WARRANTY (GRC AUTOMATION TOOL)

- 7.1 The Contractor warrants that the software supplied under this contract are genuine, valid, un-used, and grant the authorized rights of use to NTC for the entire contracted period. The Contractor shall also furnish an undertaking that the software/licenses supplied are not stolen, pirated, or otherwise unlawfully procured.
- 7.2 This warranty shall remain valid for Three (03) Years after activation of license(s) on the system.
- 7.3 During the warranty period, the Contractor shall, at no cost to NTC, promptly rectify any defect, malfunction, or invalidation of the licenses, including but not limited to activation failures, denial of access, or suspension of services by the original manufacturer/principal.
- 7.4 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable time, NTC may take such remedial action as deemed necessary at the Contractor's risk and expense, without prejudice to any other rights which NTC may have under the contract.
- 7.5 Without prejudice to any other clauses of this contract, the Contractor shall promptly correct, at no cost to NTC, any defect that reoccurs within the license validity period, upon receipt of written notice of defect.

8 ACCEPTANCE CERTIFICATES

- 8.1 **ISO Certification:** After successful completion of the job i.e. ISO certification, valid for 03 years, the contractor shall submit all the documentation and notify the Project Director that the job is complete. Upon such notification from contractor, PD will issue acceptance certificate or will notify the contractor to complete or rectify any discrepancy highlighted. The date of issuance of acceptance certificate will be considered the date of completion.
- 8.2 **Training:** After successful completion of the job i.e. trainings as per clause 5 above, the contractor shall submit all the documentation and notify the Project Director that the job is complete. Upon such notification from contractor, PD will issue Training acceptance certificate or will notify the contractor to complete or rectify any discrepancy highlighted. The date of issuance of acceptance certificate will be considered the date of completion.
- 8.3 **GRC Automation Tool:** After successful completion of the job i.e. delivery and commissioning of tool, the contractor shall submit all the documentation and notify the Project Director that the job is complete. Upon such notification from contractor, PD will issue provisional acceptance certificate (PAC) or will notify the contractor to complete or rectify any discrepancy highlighted. The date of issuance of provisional acceptance certificate (PAC) will be considered the date of completion. This provisional acceptance certificate (PAC) shall not absolve contractor from its obligation under this contract as per clause 7.

9 PAYMENT

- 9.1 **ISO Certification:** Hundred percent (100%) payment of contract value (except Trainings and GRC Automation Tool) will be made upon completion of job which will be proven by issuance of Provisional Acceptance Certificate by Project Director.
- 9.2 **Trainings:** Hundred percent (100%) payment of Trainings will be made upon completion of job which will be proven by issuance of Training Acceptance Certificate by Project Director.
- 9.3 **GRC Automation Tool:** Hundred percent (100%) payment of GRC Automation Tool will be made upon successful delivery and commissioning which will be proven by issuance of Provisional Acceptance Certificate by Project Director.
- 9.4 All the payments will be made by Finance Wing NTC HQs through Director (Procurement).
- 9.5 The Contractor will submit the commercial invoice & sales tax invoice in triplicate to NTC. The Contractor will clearly mention NTN & GST number of both supplier & purchaser on the invoice (NTC NTN # 1218153-6, NTC GST # 07-01-9802-013-64).
- 9.6 The contractor shall ensure provision of duly verified invoices by the Project Director for claiming payment.
- 9.7 Taxes will be deducted as per government rules at the time of payment.

10 FINAL ACCEPTANCE CERTIFICATE (GRC AUTOMATION TOOL)

The contractor may notify the NTC concerned officer at-least 15 days before the expiry of warranty period for the issuance of final acceptance certificate (FAC). Upon such notification from contractor, the Project Director NTC will issue Final Acceptance Certificate in favor of contractor subject to satisfactory completion of warranty period as per requirement of contract. Alternatively, the NTC concerned officer will notify the contractor for the discrepancies that still remain un-resolved and contractor will rectify the discrepancies. Performance security against contract shall be released upon after issuance of FAC.

11 DEFAULT BY CONTRACTOR

- 11.1 If the contractor fails to provide the services, refuses or fails to comply with a valid instruction of the NTC, the NTC may give notice and stating the default.
- 11.2 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.

12 ARBITRATION AND APPLICABLE LAW

- 12.1 This Agreement shall be governed under Pakistani law and the Courts at Islamabad shall have exclusive jurisdiction over any matter that may be referred to a Court under this Agreement.
- 12.2 In the event that any dispute arises between the Parties under this Agreement, one Party shall issue notice to the other Party to mutually negotiate a resolution to the dispute. If the negotiations fail to resolve the dispute within seven (7) days of receipt of the notice, the dispute shall be referred to the Managing Director, National Telecommunication Corporation ("MD") or their nominee who shall provide a personal hearing to Contractor and render a decision thereon within a

period of thirty (30) days. In the personal hearing conducted pursuant to this clause, the Contractor shall not be represented by a legal practitioner within the meaning of the Legal Practitioners and Bar Councils Act, 1973.

- 12.3 If the Contractor is aggrieved of the decision of the MD or their nominee rendered under clause 12.2 hereof, the Contractor may refer the dispute to arbitration within thirty (30) days of the date of the decision of the MD or their nominee under the Arbitration Act, 1940 or any law that the Arbitration Act, 1940 is repealed, amended, or modified by at the time of referral of the dispute to arbitration. The arbitration shall be conducted before a Sole Arbitrator to be appointed by the consent of the Parties. The seat and venue of arbitration shall be at the National Telecommunication Corporation Headquarters, Sector G-5/2, Islamabad. The arbitration and the award thereof shall be conducted in the English language.
- 12.4 The costs and fees of the Sole Arbitrator shall be shared by the Parties equally. A Party shall bear the costs and fees of its legal practitioners and other personnel that a Party engages for the arbitration unless otherwise awarded by the Sole Arbitrator.

13 FORCE MAJEURE

- 13.1 The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 13.2 If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for not longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure.
- 13.3 The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Pakistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other cause similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome.
- 13.4 The term of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding 12 (twelve) months from performing or accepting performance, the party concerned shall have the right to terminate this contract immediately giving notice with full particulars for such Force Majeure in writing

to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement.

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

14 TERMINATION FOR INSOLVENCY

The NTC may at any time terminate the contract by giving written notice to the 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.

15 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.

16 PROJECT DIRECTOR

Director (Cyber Security) NTC HQs Islamabad

Ph: 051-9245714

Email: salman.durrani@ntc.org.pk

17 DEBARMENT / BLACKLISTING OF FIRM

- 17.1 As per clause-19 of the PPRA rules 2004, NTC reserves the right of debarment 'or' blacklisting of a firm, association, corporation, joint venture, company, partnership or any other legal entity subject to any of the following acts: -
- Consistent failure to provide satisfactory performance.
 - Contractor becomes insolvent.
 - Existence of judicial decision against a contractor in respect of a corrupt or collusive practice.
 - Submission of false and spurious documents, making false statements and allegations to gain undue advantage.
 - Commission of fraud.
 - Contractor abandons the contract.
 - Contractor without reasonable excuse fails to commence the work 'or' suspends the progress of work for 14 days.
 - Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
 - Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration with sales

tax authorities, Pakistan Engineering council etc, giving false evidence, furnishing of false information of serious nature.

- 17.2 Managing Director NTC will constitute a committee comprising of three NTC officers and they will investigate the matter in connection with allegation of corrupt, fraudulent, coercive or collusive practices or illegally harassment or threat. Moreover, the committee shall also accord adequate opportunity of being heard to the contractor who is to be debarred / blacklisted. The said committee will forward its clear recommendations for the approval of Managing Director NTC.
- 17.3 The debarment shall be for a reasonable specified period of time, commensurate with the seriousness of the cause. However, the debarment period shall not exceed from three years. Moreover, NTC also reserves the right of permanent blacklisting of a contractor subject to severity of the corrupt or fraudulent practices.

18 INTEGRITY

- 18.1 The Contractor hereby declares that it has not obtained or induced the procurement of this Contract or a right, interest, privilege or other obligation or benefit under this Contract from Government of Pakistan or any administrative subdivision or agency thereof or any other owned or controlled by it (GoP) through any corrupt business practice.
- 18.2 Without limiting the generality of the foregoing the Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of this Contract or a right, interest, privilege or other obligation or benefit under this Contract in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.
- 18.3 The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this Clause.

19 DECLARATION OF BENEFICIAL OWNERS' INFORMATION

The "Declaration of Beneficial Owners' Information of Public Procurement Contract Awarded Regulations, 2022" require that the contractor shall be bound to provide beneficial ownership information as per Performa attached as [Annex-E](#).

ANNEX-A: BILL OF QUANTITY (BOQ)

Stages	Description	A/U	Qty	Unit Price without Services Tax (PKR.)	Tax Rate (%)	Unit Price with Tax (PKR.)	Total Price with Tax (PKR)
Stage 1	(a) Risk Assessment of Telecom NOC & Data Centers for ISO-27001:2022 (b) GAP Analysis of ISO-27001:2022 (with enhanced scope for Cloud Services and Telecom NOC), ISO-27017:2015, ISO-27018:2025, ISO-27005:2022, ISO-31000:2018, ISO-22301:2019 along with reports and remedies (c) Stage 1 reports & Corrective actions	Job	1				
Stage 2	(a) Implementation plan for stage 1 certifications, complete internal audit and remedial actions till closure of all issues (b) Certification readiness. (c) Complete documentations and deliverables.						
Stage 3	(a) Engagement of accredited certification bodies for final ISO audit. (b) Readiness, review and support of complete certification process until successful completion (c) Award of Final ISO Certification.						
Stage 4	(a) Local certification training for ISO/IEC 27017, ISO/IEC 27018, ISO/IEC 27005, ISO/IEC 31000 and ISO/IEC 22301 for individuals	Nos	20				
	(b) Accredited certification preparation, training and exam for ISO-27001:2022 Lead Auditor/Lead Implementor for individuals	Nos	10				
	(c) On-prem Risk Assessment, BIA, BC & DR training for operational staff (One week)	Job	1				

Stages	Description	A/U	Qty	Unit Price without Services Tax (PKR.)	Tax Rate (%)	Unit Price with Tax (PKR.)	Total Price with Tax (PKR)
	(d) On-prem Risk Assessment, BIA, BC & DR awareness session for management (One day)	Job	1				
	(c) Training and awareness material (Soft & Hard)	Job	1				
Optional Item							
-	(Provision of GRC Automation Tool compatible with DR backup (10x users)	No	1				
Grand Total with Taxes in PKR							

Note: The bidder must quote price against optional item as well; however, NTC remains the right to omit/drop the optional item during evaluation/award of work.

ANNEX-B: COMMERCIAL COMPLIANCE STATEMENT

Sr	Description	Complied	Not Complied	Partially complied	Remarks
1	Invitation To E-Bids				
2	Introduction				
3	Scope Of Work				
4	Qualification Criterion Of Bidders				
5	Cost Of Tendering				
6	Clarifications Of Tender Documents				
7	Amendment Of Tender Documents				
8	Preparation Of Bid				
9	Price				
10	Bid Security				
11	Validity Of Bids				
12	Deadline For Submission Of Bid				
13	Opening Of Bid				
14	Responsiveness Of Bidders				
15	Evaluation Criterion For Most Advantageous Bidder				
16	Clarifications / Corrections Of Bid				
17	Commercial Compliance Statement				
18	Award Criteria & NTC's Right				
19	Notification Of Award & Signing Of Contract Agreement				
	Contract Conditions				
1	Performance Security				
2	Contractors Responsibilities				
3	Ntc Responsibilities				
4	Time For Completion				
5	Liquidated Damages				
6	Trainings				
7	Warranty (GRC Automation Tool)				
8	Acceptance Certificates				
9	Payment				
10	Final Acceptance Certificate (GRC Automation Tool)				
11	Default By Contractor				
12	Arbitration And Applicable Law				
13	Force Majeure				
14	Termination For Insolvency				
15	Termination For Convenience				
16	Project Director				
17	Debarment / Blacklisting Of Firm				

Sr	Description	Complied	Not Complied	Partially complied	Remarks
18	Integrity				
19	Declaration Of Beneficial Owners' Information				

ANNEX-C: BID SECURITY FORMAT

Bank Guarantee No. -----
Dated at Islamabad, the -----
Amount -----
Validity -----

To,

THE MANAGING DIRECTOR,
NATIONAL TELECOMMUNICATION CORPORATION
HEAD QUARTERS G-5/2
ISLAMABAD.

Dear Sir,

WHEREAS M/s _____ (hereinafter called the Tenderer) have requested us through _____ Bank Ltd., to furnish Bid Security by way of Bank Guarantee in your favour in the sum of _____ (IN FIGURE) _____ (IN WORDS) against your Tender Notice No. _____ dated _____ for _____.

WE HEREBY AGREE AND UNDERTAKE:

- i. To make unconditional payment _____ to you on demand without further question or reference to the Tenderer in case of withdrawal or modification of bid or any default or non-execution of the Contract or refusal to accept order by the Tenderer from the date of opening of bids until the expiry of the validity of their offer,
- ii. To keep this guarantee in full force from (date) _____ upto _____ (date) _____ the date until which the Tenderer's offer is valid.
- iii. To extend the period of guarantee if such extension be necessary beyond the date stated in para (ii) and as so desired by the tenderer.

Any claim arising out of this guarantee must be lodged with this Bank within the period the guarantee is valid and before the date of its expiry. After this date the guarantee will be considered null and void and should be returned to us.

Yours faithfully,

Name of the Bank: _____
Authorized officer's Signature & Seal: _____

ANNEX-D: PERFORMANCE BOND FORMAT

Bank Guarantee No. -----

Date of Issue -----

Valid upto -----

Value (Rs.) -----

FROM: _____

TO,

THE MANAGING DIRECTOR,
NATIONAL TELECOMMUNICATION CORPORATION
HEAD QUARTERS G-5/2
ISLAMABAD.

SUBJECT: B/G AND DATE FOR _____ ON BEHALF OF _____ FOR
DUE AND FAITHFUL PERFORMANCE ORDER NO. _____
DATED _____.

Whereas M/s _____ (hereinafter called the Supplier) have
requested us to furnish a Bank Guarantee in your favour in the sum _____ (IN WORDS)
_____ as performance security against order
No.. _____ dated _____ to be concluded between the Supplier and National
Telecommunication Corporation HQs G-5/2 Islamabad.

WE HEREBY AGREE:

- 1). To make an un-conditional payment of _____ to you on demand without any further question or reference to the Supplier upon failure of the Supplier to perform the Order for which you will be the sole judge.
- 2). To keep this guarantee valid in full force from this date upto the time of the due and faithful completion of the Order under reference (the schedule of implementation shall be as described in the Purchase order and its subsequent amendments) or till _____ whichever date is later. The faithful completion of the order by the Supplier will be intimated by the NTC.
- 3). To extend the period of the enforceability of this guarantee if such extension be necessary or desired by you of us. All claims thereunder must be submitted to the Bank of _____ on or before the expiry date mentioned in this guarantee are the date mentioned in its extensions issued from time to time, after which this guarantee will become null and void and should be returned to us. Irrespective of its return, we shall consider ourselves fully discharged from any obligation there under after the said expiry date.

Dated This Day of

Authorized Signature:

& Seal of bank

ANNEX-E: DECLARATION OF BENEFICIAL OWNER INFORMATION

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport no.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entities or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/Limited Liability Partnership/Association of Persons/Single Member Company/ Partnership Firm/ Trust/Any other individual, body corporate (to be specified))	Date of incorporation	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identity of Natural Person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
			Total number of shares taken (in figures and words)				

10. Any other information incidental to or relevant to Beneficial Owner(s).

Name & signature

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