Standard Bidding Document

Procurement of Data Center Infrastructure as a Service (IaaS) for NTC at Islamabad
(Non-Consultancy Services)

National

Single Stage-One Envelope

November 26, 2026

NTC (National Telecommunication corporation (NTC)),Director (Procurement)
Room No. 05, Ground Floor, NTC HQs, Islamabad
Phone: +92-300-500-5219, Email: kashif.nawaz@ntc.org.pk

Table of Contents

PROCUREMENT NOTICE 1

Instructions to Bidders 3

Bid Data Sheet 23

Bids Data Sheet (BDS) 24

Eligibility Criteria 29

Evaluation Criteria 30

Required Services 33

Related Services : 34

Services Specifications 35

Scope of Work 70

Brief Description 41

Price Schedule 70

General Conditions of Contract 44

Special Conditions of Contract 54

Bid Securing Declaration 59

Contract Form 61

Integrity Pact 64

Performance Guarantee Form 66

Annexure 69

Scope of Work 70

Price Schedule 70

Terms of Contract 70

Procurement Forms 71

Additional Forms and Documents 74

PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **NTC (National Telecommunication corporation (NTC))** has reserved Funds for the procurement planned for FY **2026-27**. The **NTC (National Telecommunication corporation (NTC))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Procurement of Data Center Infrastructure as a Service (IaaS) for NTC at Islamabad**" with the reference of **"P213882"**

2. The **NTC (National Telecommunication corporation (NTC))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Demand Draft** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/213882**.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Wednesday, December 9, 2026 11:00 AM**. E-bids will be opened on the same day at **Wednesday, December 9, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on

https://vendors.epads.gov.pk/. A tutorial to explain the registration process is available at https://www.youtube.com/watch?v=MNW6T38v7tc

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.gov.pk).

NTC (National Telecommunication corporation (NTC)), Director (Procurement)
Room No. 05, Ground Floor, NTC HQs, Islamabad
+92-300-500-5219
kashif.nawaz@ntc.org.pk

Instructions to Bidders

A. Introduction

1. **Scope of Bids**

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

2. **Source of Funds**

2.1. Source of funds is referred in Clause-1 of Procurement Notice.

3. **Fraud & Corruption**

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

4. **Eligible Bidders**

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

5. **Qualification of the Bidder**

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

B. Bidding Documents

6. **Contents of Standard Bidding Document**

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 8.1** include:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section V Fraud & Corruption
Section VI General Conditions of Contract (GCC)
Section VII Special Conditions of Contract (SCC)
Section VIII Contract Forms

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

7. **Clarifications**

7.1. All clarification shall be in accordance with the Rule 38 of the public Procurement Rules, 2026.

8. **Amendment of Bidding documents**

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

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

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

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

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

C. Preparation of Bids

9. Documents Constituting the Bids

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

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

9.1.2. Documentary evidence established in accordance with ITB 10 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

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

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

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

9.1.6. Any other document required in the BDS.

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

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

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

11. **Documents Establishing Eligibility and Qualification of the Bidder**

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

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country.

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

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

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

12. **Form of Bid**

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

13. **Bids Prices**

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

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

13.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 12 shall be the total price of the bid, excluding any discounts offered.

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

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract.

14. **Price Adjustment**

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

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

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

15. **Bids Currencies**

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

16. **Bid Validity Period**

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

17. **Bid Security or Bid Securing Declaration**

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Form 9 The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to ITB 17.5

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 17.5 are invoked.

17.4. Unsuccessful Bidders’ Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 16. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

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

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

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

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

17.5.1. if a bidder:

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

17.5.1.2. does not accept the correction of errors pursuant to ITB 30; or

17.5.2. in the case of a successful bidder fails:

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

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

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

18. **Alternative Bids by Bidders**

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

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

19. **Withdrawal, Substitution, and Modification of Bids**

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

20. **Format and Signing of Bids**

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

D. Submission of Bids

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

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

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. **Establishment of Procurement Cell**

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

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

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

24. **Third Party Validation**

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

25. **External Bid Evaluation Committee**

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

26. **Opening of Bids**

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

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

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

27. **Confidentiality**

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

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

28. **Preliminary Examination of Bids**

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

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

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

28.1.3. is accompanied by the required securities; and

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

28.2. The procuring agency will confirm that the documents and information specified under **ITB 9,10 and 11** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

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

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

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

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

29.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 28,** it shall reject the bids.

30. **Correction of Errors**

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

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

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

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

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

30.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 17.**

31. **Conversion to Single Currency**

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

32. **Evaluation of Bids**

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

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

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

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

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

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

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

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

32.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot

combinations in the Form of Bid, is specified in the **BDS.**

33. **Determination of Most Advantageous Bids**

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

34. **Abnormally Low Financial Bids**

34.1. Subject to sub-clause (2), a procuring agency may, in the procurement of goods, works and services, reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement such that it raises material concerns on the part of the procuring agency as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

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

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

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

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

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

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

35. **Rejection of Bids**

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

36. **Cancellation of procurement**

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

37. **Single Responsive Bid**

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

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

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

39. **Arbitration Clause**

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

40. **Fee of the Arbitrator**

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

41. **Socio-economic development**

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

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

42. **Environmental objectives**

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

F. Award of Contract

43. **Appointment of Contract Manager**

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

44. **Criteria of Award**

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

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

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

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

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

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

47. **Notification of Award**

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

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

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

48. **Signing of Contract**

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

49. **Performance Guarantee**

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

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

49.2. Failure of the successful bidder to comply with the requirement of **ITB 49.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

50. **Advance Payment**

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

51. **Arbitration**

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

52. **Corrupt & Fraudulent Practices**

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

G. Grievance Redressal & Complaint Review Mechanism

53. **Constitution of Grievance Redressal**

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

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

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

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

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

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

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

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

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number
ITB Number
Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **NTC (National Telecommunication corporation (NTC))**

The subject of procurement is: **Procurement of Data Center Infrastructure as a Service (IaaS) for NTC at Islamabad**

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

BDS Clause Number 2
ITB Number 2.1

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

Name and identification number of the Contract: **P213882**

BDS Clause Number 3
ITB Number 4

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

B. Bidding Documents

BDS Clause Number 4
ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Sunday, December 6, 2026

BDS Clause Number 5
ITB Number 8.1

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

BDS Clause Number 6
ITB Number9.1

List of documents required along with the bid:

1. Duly Filled BoQ as per relevant attached Annexure
2. Valid Bid Security
3. Documentary evidence as per Eligibility Criteria and Evaluation Criteria
4. Company Profile

BDS Clause Number 7
ITB Number 11.1

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

see Eligibility Criteria

BDS Clause Number 8
ITB Number 7.1

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

BDS Clause Number 9
ITB Number 13.1 & 13.2

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

BDS Clause Number 10
ITB Number 7.1

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11
ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12
ITB Number 15.1

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

BDS Clause Number 13
ITB Number 16.1

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

BDS Clause Number 14
ITB Number 17.1

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

BDS Clause Number 15
ITB Number 17.3

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for 180+28 = 208 days.

BDS Clause Number 16
ITB Number 18.1

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

D. Submission of Bids

BDS Clause Number 17
ITB Number 21.1

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

Room No. 05, Ground Floor, NTC HQs, Islamabad

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

The deadline for Bids submission is: **Wednesday, December 9, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18
ITB Number 26.1

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

Day *:* ***Wednesday***

Date: ***Wednesday, December 9, 2026***

Time *:* ***11:30 AM***

BDS Clause Number 19
ITB Number 32.1

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

F. Award of Contract

BDS Clause Number 20
ITB Number 49.1

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

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

BDS Clause Number 21
ITB Number 51.1

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

G. Review of Procurement Decisions

BDS Clause Number 22
ITB Number 53.1

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Eligibility Criteria

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

Required Registration
FBR (NTN) FBR (GSTN)

Eligibility Criteria	Document
The bidder must have Data Center Facility in Islamabad	Yes
The Bidder must provide undertaking on at-least PKR 200/- Judicial Paper that: a) The bidder is not blacklisted b) The bidder does not have any linkage with India and/or Israel regarding ownership, sponsoring, IT support and operations.	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %
100

Technical Marks	150
Passing Marks	**135**
Technical Evaluation Criteria	
Rack density: Standard racks: 5-15 kW/rack; high-density racks: 20-40 kW/rack via liquid cooling (Direct-to-Chip/Direct to-Liquid or equivalent), with cooling distribution designed to accommodate future high-density deployment without major infrastructure rework. (Qualitative)(Doc Required)	10
Electrical power resilience: Dual independent A/B power paths from utility/generation through UPS and distribution to rack level; failure or planned maintenance of either path shall not interrupt power to appropriately configured dual-corded IT equipment. Single-line diagram and failure-mode analysis to be provided. (Qualitative)(Doc Required)	10
Cooling infrastructure & performance: Precision cooling plus liquid-cooling capability; minimum COP of 3.1; full cooling capacity maintained at 46.9°C design ambient without derating and operational up to 52.5°C; N+2 redundant air distribution with hot aisle containment (or equivalent). (Qualitative)(Doc Required)	10

Fresh air & ventilation: ASHRAE-compliant Fresh Air Handling Unit (FAHU)/outside-air system, plus a dedicated emergency ventilation/smoke-control arrangement coordinated with fire detection and life-safety systems. (Qualitative) (Doc Required)	10
Fire detection & suppression: Automatic clean-agent suppression system (FK-5-1-12/Novec 1230 or approved equivalent), fully compliant with NFPA and applicable local fire authority requirements, with zoning, agent-concentration and discharge calculations available. (Qualitative)(Doc Required)	10
Generator & fuel autonomy: Minimum N+1 (or better) generator redundancy with ≥48-hour onsite fuel autonomy at full IT load, plus a documented fuel resupply/logistics plan with at least 02 OMCs for extended outages (Qualitative)(Doc Required)	10
Telecom / connectivity: Minimum three physically separated, diversely routed Meet-Me Rooms (MMRs) and Points of Entry (PoEs); carrier-neutral operation supporting multiple independent telecommunications providers with no single point of failure. No single external connectivity event, pathway or common internal route shall result in loss of connectivity to the Data Hall where such resilience is required by the approved topology. Adequate space, cable management, containment, power, cooling, grounding and physical security shall be provided within the MMR/PoE areas to accommodate multiple telecommunications carriers and future expansion (Qualitative)(Doc Required)	10
Site planning & logistics: Ground-floor IT space (or demonstrated equivalent arrangement); dedicated staging/loading area sized for generators, UPS, chillers and other major equipment, with adequate access routes, door sizes and clearances for installation, replacement and future expansion. (Qualitative)(Doc Required)	10
Physical security & access control: Multi-layered perimeter and building security including CCTV coverage, biometric access control and mantrap entry to Data Halls, with 24×7 onsite security personnel and formal visitor-management procedures. (Qualitative)(Doc Required)	10
Monitoring: DCIM & BMS: Building Management System (BMS) and Data Center Infrastructure Management (DCIM) platform providing real-time monitoring, alarming and energy/capacity reporting at facility, system and rack level. (Qualitative)(Doc Required)	10

Operations & support: 24×7×365 NOC/DC operations staffed by suitably certified engineers, with documented incident response, preventive maintenance and escalation procedures, and clear points of contact for critical events. (Qualitative) (Doc Required)	10
AI / GPU infrastructure readiness: Operational capability to host high-density GPU/NPU/HPC clusters, including dedicated AI-optimized colocation infrastructure and demonstrated experience hosting GPU/NPU-based workloads. (Qualitative) (Doc Required)	10
Data sovereignty: All workloads and data hosted within Pakistan, in compliance with applicable regulatory and dataprotection requirements. (Qualitative)(Doc Required)	10
Sustainability & energy efficiency: Minimum LEED certification under the current applicable rating system; minimum 1MW renewable energy generation integrated into the facility; targeted annualized Power Usage Effectiveness (PUE) of 1.5 or better; Water Usage Effectiveness (WUE) calculation; low-GWP refrigerants with leak detection and containment. The Renewable system shall be integrated with the facility electrical distribution system in accordance with applicable IEC, IEEE and local utility requirements. The Renewable system shall include appropriate: • Monitoring and metering • Earthing and lightning protection • Grid/interface protection • Remote performance monitoring. The Bidder shall submit a detailed PUE calculation during design development covering all significant facility energy consumers, including: • Cooling systems • Pumps and fans • UPS losses • Power distribution losses • Lighting • Ventilation • IT-support systems; and • Other facility auxiliary loads. The Bidder shall provide equipment performance data demonstrating efficiency at 25%, 50%, 75% and 100% operating loads, where applicable. (Qualitative)(Doc Required)	10
Compliance & certifications: Internationally recognized management-system certifications such as ISO 27001 (Information Security) or demonstrated equivalent. (Qualitative)(Doc Required)	10

Required Services

Lot Title : Services

Bid Security : 1000000 PKR

Position	Delivery Schedule	Quantity
COLOCATION & OTHER SERVICES (Islamabad)	**Address:** Room No. 05, Ground Floor, NTC HQs, Islamabad **Schedule:** Monthly Recurring Service on as per actual requirement basis **Quantity:** 1/bundle	1/bundle
UNIFIED POWER SERVICE (Islamabad)	**Address:** Room No. 05, Ground Floor, NTC HQs, Islamabad **Schedule:** Monthly Recurring Service on as per actual requirement basis **Quantity:** 1/bundle	1/bundle
CLOUD & OTHER SERVICES (Islamabad)	**Address:** Room No. 05, Ground Floor, NTC HQs, Islamabad **Schedule:** Monthly Recurring Service on as per actual requirement basis **Quantity:** 1/bundle	1/bundle

Related Services :

No

Services Specifications

Lot Title : Services

Position: COLOCATION & OTHER SERVICES (Islamabad)

Specifications / Requirements:

Sr#	Description	A/U	Approx Qty	Unit Cost per month without Tax (PKR)	Unit Cost per month with Tax (PKR)	Total Cost per month with Tax (PKR)
Note: Quantities mentioned below are approximate and subject to change based on actual requirement. Payments shall be made on Pay-as-you-go basis.						
1	High-Density Primary Colocation Rack Secure 42U/48U cabinet space, supporting up to 20kW peak load at Islamabad DC. Includes biometric access & physical security, and all necessary arrangements inside Rack.	Monthly	30			
2	Fractional Rack Space (Per Unit basis) Standard 1U rack mount space including dual A+B redundant power feeds and thermal cooling.	Monthly	630			

Sr#	Description	A/U	Approx Qty	Unit Cost per month without Tax (PKR)	Unit Cost per month with Tax (PKR)	Total Cost per month with Tax (PKR)
3	Metered Power (including Cooling etc) as per Continuous power usage n sub-metered actual active load, Continuous power usage n sub-metered actual active load.	kwh	51840			
4	DDoS-Protected Internet Bandwidth	Mbps/Month	200			
5	Standard Internet Bandwidth (Non-DDoS Protected)	Mbps/Month	200			
6	Caging Services	Per Rack	4			
7	Digital/Smart Access control for Caging	Per Caging	4			
8	Digital/Smart Access control for Racks	Per Rack	30			
GRAND TOTAL:						

Position: UNIFIED POWER SERVICE (Islamabad)

Specifications / Requirements:

Sr#	Description	A/U	Approx Qty	Unit Cost per month without Tax (PKR)	Unit Cost per month with Tax (PKR)	Total Cost per month with Tax (PKR)

Note: Quantities mentioned below are approximate and subject to change based on actual requirement. Payments shall be made on Pay-as-you-go basis.						
1	Metered Power including all other Rack-Co-Location components (power, cooling, space).	kwh	25,920			
GRAND TOTAL:						

Position: CLOUD & OTHER SERVICES (Islamabad)

Specifications / Requirements:

Sr#	Description	A/U	Approx Qty	Unit Cost per month without Tax	Unit Cost per month with Tax (PKR)	Total Cost per month with Tax (PKR)
Note: Quantities mentioned below are approximate and subject to change based on actual requirement. Payments shall be made on Pay-as-you-go basis.						
1	Customizable VM (s), through customer tenant portal per CPU	vCPU Core /Month	500			
2	Customizable VM through customer tenant portal per RAM	GB RAM / Month	1,024			

Sr#	Description	A/U	Approx Qty	Unit Cost per month without Tax	Unit Cost per month with Tax (PKR)	Total Cost per month with Tax (PKR)
3	Block Storage (SSD), Note: Separate rates be mentioned if charges for different volume varies	GB Storage / Month	102,400			
4	Object Storage (S3-Compatible). Note: Separate rates be mentioned if charges for different volume varies	GB Storage / Month	204,800			
5	NPU per month Note: Add separate rows for each offered NPU Card with bundled resources CPU, RAM Storage	Node/Month	8			

Sr#	Description	A/U	Approx Qty	Unit Cost per month without Tax	Unit Cost per month with Tax (PKR)	Total Cost per month with Tax (PKR)
6	Managed Virtual Network Firewall (VDOM) Service for Co-Located Customer — Provision, configuration and 24×7 management of a dedicated/isolated virtual firewall instance (VDOM) for collocated customer services, including Firewall/NGFW, IPS/IDS, application control, web/DNS filtering, antivirus/malware protection, logging/monitoring, security policy management, SSL VPN, Dialup IPSEC VPN, Gateway IPsec, NLB functionality and associated security services, with required licenses/subscriptions, updates and technical support.	Vdom/Month	2			
7	Elastic Load Balancer (ELB) Software-defined traffic load balancing gateway for high availability architectures.	ELB/Month	30			

Sr#	Description	A/U	Approx Qty	Unit Cost per month without Tax	Unit Cost per month with Tax (PKR)	Total Cost per month with Tax (PKR)
8	Managed Virtual Web Application Firewall Service for Cloud customers — Provision, configuration and 24×7 management of a dedicated/isolated virtual firewall for co-located custom. Web protection profile, SSL /TLS offloading OWASP top 10 attack protection.	Instance/Month	2			
9	Public Elastic IP (EIP) Allocation Dedicated static Public IPv4 address allocation.	IP/Month	64			
10	24/7/365 Managed NOC/SOC Operations Fee Smart-hands deployment, proactive hypervisor hardening, patch management, and SLA monitoring.	Per Tenant	1			
11	Dedicated Resident Engineer (RE) Seat/Workstation at Bidder's Premises, including Desk, workstation, power, network/internet connectivity and necessary office facilities.	Per Person/Month	1			
GRAND TOTAL:						

Scope of Work

Detailed Scope of Work attached as annexure

Brief Description

Detailed Scope of Work attached as annexure

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Price Schedule

For Individual Positions

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

For Lots

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. **Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

1.1.12. “Government” means the Government of Pakistan;

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

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

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

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

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

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

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

2. **Applicable Law**

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

3. **Language**

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

4. **Notices**

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

5. **Location**

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

6. **Authorized Representatives / Authority of Member in charge**

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

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

7. **Effectiveness of Contract**

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

8. **Commencement of Services**

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

9. **Program schedule**

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

10. **Starting Date/Expiration Date**

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

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

11. **Entire Agreement**

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

12. **Modification**

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

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

13. **Force Majeure**

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

13.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**

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

13.4. **Payments**

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

14. **Termination**

14.1. **By the Procuring Agency**

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

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

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

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

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

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

14.2. **By the Contractor**

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

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within thirty (30) calendar days after receiving written notice from the Contractor that such payment is overdue;

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

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

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

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

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

15.2. **Law Applicable to Services**

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

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

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

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

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

16.3. **Prohibition of Conflicting Activities**

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

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

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

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

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

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

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

20. **Liquidated Damages**

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

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

20.3. **Lack of performance penalty**

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

21. **Performance Guarantee**

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

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

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

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

22. **Sustainable Procurement**

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

D. Contractor's Personnel

23. **Description of Personnel**

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

24. **Removal and / or Replacement of Personnel**

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

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

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

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

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

26. **Services and Facilities**

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

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

F. Payments to the Contractor

27. **Contract Price**

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

28. **Terms and Conditions of Payment**

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

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

29. **Quality Control Identifying Defects**

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

30. **Correction of Defects, and Lack of Performance Penalty**

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

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

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

31. **Disputes Amicable Settlement**

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

32. **Dispute Settlement**

32.1. **Arbitration**

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

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

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

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Definitions

The Procuring Agency is: NTC (National Telecommunication corporation (NTC)), Director (Procurement) Room No. 05, Ground Floor, NTC HQs, Islamabad

Contractor is:

The title of the subject procurement is:Procurement of Data Center Infrastructure as a Service (IaaS) for NTC at Islamabad

Number of GC Clause 2

Applicable/Governing Law:

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

Number of GC Clause 3

Language:

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

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

NTC (National Telecommunication corporation (NTC)), Director (Procurement)
Room No. 05, Ground Floor, NTC HQs, Islamabad
+92-300-500-5219
kashif.nawaz@ntc.org.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

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

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

NTC (National Telecommunication corporation (NTC)), Director (Procurement)
Room No. 05, Ground Floor, NTC HQs, Islamabad
+92-300-500-5219
kashif.nawaz@ntc.org.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 7

Effectiveness of the contract

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

Number of GC Clause 8

Commencement of Contract:

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

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be …….

Number of GC Clause 14

Termination

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

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 16**.**

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:
Instrument of Performance Guarantee shall be in the Name of : **NTC**

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

Number of GC Clause 27

Currency of Payment:

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

Number of GC Clause 28

Payment terms:

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

Number of GC Clause 29

Identifying Defects:

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

Inspections & Tests Requirements

Detailed Terms of Contract are attached as Annexure

Delivery & Documents

Detailed Terms of Contract are attached as Annexure

Number of GC Clause 31

Following is the guidance for Dispute Resolution

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

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

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

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

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

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

Arbitrator's fee:

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

Appointing Authority for Arbitrator:

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P213882***

To: **NTC (National Telecommunication corporation (NTC)), Director (Procurement) Room No. 05, Ground Floor, NTC HQs, Islamabad**

We, the undersigned, declare that:

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

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

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

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

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

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **NTC (National Telecommunication corporation (NTC)), Director (Procurement) Room No. 05, Ground Floor, NTC HQs, Islamabad**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Procurement of Data Center Infrastructure as a Service (IaaS) for NTC at Islamabad (*P213882*)** and has accepted a Bids by the Bidder for the provision of Services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

Witness to the signatures of the Procuring Agency:

……

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

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **NTC (National Telecommunication corporation (NTC)), Director (Procurement) Room No. 05, Ground Floor, NTC HQs, Islamabad**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Non-Consultancy Services*(*hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

Scope of Work

Information (Read-Only)

See Form Under Additional Forms and Documents: **Scope of Work** (page number: 75)

Price Schedule

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Price Schedule** (page number: 81)

Terms of Contract

Information (Read-Only)

See Form Under Additional Forms and Documents: **Terms of Contract** (page number: 88)

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

NATIONAL TELECOMMUNICATION CORPORATION

HEADQUARTERS G-5/2, ISLAMABAD

Scope of Work

FOR

Procurement of Data Center Infrastructure as a Service (IaaS) for NTC at Islamabad

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Table of Contents

1 GENERAL INTRODUCTION 3
2 INTRODUCTION 3
3 SCOPE OF WORK 3

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

1 GENERAL INTRODUCTION

National Telecommunication Corporation (NTC) was established on 1st January 1996 through the 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, the Baluchistan Revenue Authority, and Khyber Pakhtunkhwa Revenue Authority.

2 INTRODUCTION

The National Telecommunication Corporation (NTC) intends to establish an advanced, long-term (05 years extendable upto 10 years) strategic partnership with On-premises sovereign AI cloud platform operator. The primary objective is to natively integrate such operator's comprehensive enterprise cloud computing portfolio, Data Center, graphics accelerator configurations, and advanced AI model lifecycle management pipelines into NTC's services catalog. This strategic initiative targets federal, provincial, and state-owned enterprises (SOEs) that require strict localized data residency, high-density secure multi-tenant hosting, and low-latency compute resources, fully operating under the physical jurisdiction of the Islamic Republic of Pakistan. The services from the bidder shall be acquired on **Pay-as-you-go (PAYG)** pricing model as prescribed in PPRA notified Standard Bidding Document vide S. R. O. 730(I)/2024 dated 14th May, 2024 whereas indicative quantities against each service are mentioned in BoQ for comparison purposes.

3 SCOPE OF WORK

3.1 High-Density Tier III Colocation Hosting

Bidder shall provision and maintain dedicated high-density rack spaces within its state-of-the-art, purpose-built facility. The primary hosting hub shall be Islamabad to meet strict Uptime Institute Tier III concurrently maintainable standards, supplemented by the geographically redundant Data Center facility. Physical spaces must comply with the following:

a) **Rack Provisioning:** Standardized 42U or 48U secure lockable server cabinets with dual-feed metered power distribution units (PDUs), and continuous cabinet-level environment monitoring.
b) **Redundant Power Infrastructure:** Sustained high-density power delivery supporting continuous draws of 8 kW to 12 kW with N+N connectivity at rack level under peak loads, backed by dedicated N+1 double-conversion UPS banks and fast-start diesel generator systems.
c) **Precision Thermal Management:** Hot or cold-aisle containment designed to manage high-heat with continuous cooling features for high density compute servers, maintaining an operational power usage effectiveness (PUE) <= 1.5.
d) **Fire Suppression and Security:** Very Early Smoke Detection Apparatus (VESDA), dual-interlocking pre-action clean-agent fire suppression, and

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

round-the-clock physical security guards coupled with biometric multi-zone security gates and CCTV logs.

3.2 **Sovereign Infrastructure-as-a-Service (IaaS) & Storage**

The Bidder shall provide a highly secure, enterprise-grade virtualized compute and storage platform, based on a proven cloud infrastructure and virtualization technology (e.g., OpenStack, KVM, HCS, or equivalent), capable of delivering scalable, resilient, and centrally managed IaaS services and native software-based firewall and web-application firewall. The proposed platform shall support strong physical and logical isolation of virtual resources, networks, storage, and customer workloads. The solution shall provide appropriate security controls to prevent unauthorized access and cross-tenant data leakage. All customer data, system data, management information, authentication information, metadata, telemetry, logs, and other information associated with the proposed cloud service shall comply with the applicable data residency and regulatory requirements of Pakistan. The standard virtualized catalog comprises:

a) **Elastic General Purpose VMs:** On-demand, highly configurable CPU/RAM groupings ranging from light-weight web-tier VM profiles (e.g., 2 vCPU / 8 GB RAM) up to robust enterprise-grade app instances (16 vCPU / 64 GB RAM).
b) **Sovereign Memory-Optimized VMs:** High-performance compute instances designed for memory-intensive in-memory databases, clustered key-value stores (Redis), and distributed data caches (ranging up to 16 vCPU / 128 GB RAM).
c) **High-Performance Block Storage:** Sustained high-throughput enterprise SSD block storage volumes attachable to instances, providing predictable IOPS for transactional and enterprise database workloads**.**
d) **Sovereign Object Storage (S3-Compatible):** Distributed object storage with RESTful S3 API compliance.

3.3 **Advanced GPU-as-a-Service (GPUaaS) & AI Orchestration**

To enable massive deep learning compute, complex Urdu Language Model (LLM) fine-tuning, neural net training, and high-concurrency real-time AI inference, bidder shal supply cutting-edge high-performance AI acceleration platform integrated with an enterprise-grade AI/ML and MLOps environment. The accelerated compute pool must support:

a) **High-Performance AI Accelerators:** Sovereign AI GPU / NPU nodes utilizing advanced mezzanine-based baseboards (OAM/SXM form factors) with high-density on-package HBM2/HBM3 storage (>= 80 GB) supporting giant-parameter distributed model workloads.
b) **High-Bandwidth Scaling Fabric:** A high-bandwidth low-latency scale-up fabric (minimum 700 GB/s bidirectional intra-node interconnect, and high-speed RoCEv2 inter-node clustering) preventing compute starvation during model synchronization passes.
c) **Integrated MLOps & ModelArts Support:** Integrated AI/ML development and MLOps platform, either natively or through supported third-party or open-source technologies. The platform shall support model optimization, distributed model training, automated pipeline development and execution, hyperparameter tuning/sweeps, model versioning and lifecycle

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

management, and high-throughput real-time and batch model serving through APIs.

3.4 **Sovereign Cloud Services**

Tenants operating within the cloud environment shall be provided with secure, scalable, and customizable virtual networking capabilities to support a wide range of enterprise workloads. Bidder shall provide on-demand network provisioning and management capabilities, include but not limited to the following:

a) **Virtual Private Cloud (VPC):** The solution shall provide logically isolated Virtual Private Cloud (VPC) or equivalent virtual network environments for individual tenants. The solution shall provide strong logical isolation between tenants and prevent unauthorized communication or access between tenant environments.
b) **Virtual Private Network (VPN):** The solution shall provide IPsec VPN or equivalent secure VPN gateway functionality to enable encrypted site-to-site connectivity between tenant environments and external customer networks/data centers. The VPN solution shall support industry-standard encryption, authentication, tunnel management, and high availability where required.
c) **Elastic Load Balancing:** The solution shall provide software-defined and scalable load-balancing services to distribute incoming network and application traffic across multiple virtual machines, application instances, or service endpoints.
d) **Network Address Translation (NAT):** The solution shall provide NAT gateway or equivalent functionality to support controlled outbound/inbound connectivity and address translation for tenant workloads.
e) **Web Application Firewall (WAF):** The solution shall provide an integrated Web Application Firewall (WAF) or equivalent web application security capability to protect tenant-hosted applications against common web-based attacks like SQL Injection, Cross-Site Scripting (XSS), Malicious HTTP/HTTPS requests, Common application-layer attacks, OWASP-recognized web application security threats.
f) **Workload/Host Security:** The solution shall provide host-level security capabilities for tenant virtual machines through an agent-based or agentless security mechanism, as applicable to the proposed architecture.
g) **Network Security and Access Control:** The proposed platform shall provide security controls including security groups, network access control mechanisms, routing policies, and traffic filtering to control communication between tenant workloads and external networks.

3.5 **Carrier-Neutral Connectivity**

The Data Center shall operate within a carrier-neutral environment, enabling connectivity through multiple independent carriers. Bidder is responsible for delivering:

a) The Data Center shall provide a minimum of three physically separated Main Meet-Me Rooms (MMRs) to support carrier diversity, connectivity resilience and future network expansion.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

b) The infrastructure shall be designed to provide diverse physical pathways from MMRs towards Data Halls.

c) No single external connectivity event, pathway or common internal route shall result in loss of connectivity to the Data Hall where such resilience is required by the approved topology.

d) Adequate space, cable management, containment, power, cooling, grounding and physical security shall be provided within the MMR/PoE areas to accommodate multiple telecommunications carriers and future expansion.

e) The connectivity architecture should support carrier-neutral operation and allow independent telecommunications service providers to establish connectivity without creating a common point of failure.

f) The Data Center shall support connectivity through at least two (2) or more independent backhaul providers, with a minimum of three (3) or more physically diverse fiber paths carrying at least four (4) or more independent OFC links, ensuring route and link-level redundancy. The Bidder shall provide route diagrams demonstrating the claimed physical diversity.

g) International connectivity shall be supported through at least two (2) or more independent IP Transit Providers.

h) Resilient Internet Breakouts & Public EIPs: Multi-homed public internet gateways with automatic path failover to local internet exchange points (IXPs), paired with dedicated, clean IPv4 allocations (EIP) bound with active DDoS mitigation profiles.

3.6 **Managed Security & Operations Center (NOC/SOC)**

To satisfy rigid public sector operational security criteria, Bidder must maintain a fully integrated, localized 24/7/365 Network Operations Center (NOC) and Security Operations Center (SOC) physically located in Pakistan. The SOC shall handle continuous hypervisor level threat monitoring. The NOC shall ensure hardware smart-hands support, uninterrupted patch management, and enforce a maximum 1-hour response SLA window for critical Severity 1 incidents related to cloud services & functionality.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

NATIONAL TELECOMMUNICATION CORPORATION

HEADQUARTERS G-5/2, ISLAMABAD

Bill of Quantities

FOR

Procurement of Data Center Infrastructure as a Service (IaaS) for NTC at Islamabad

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Table of Contents

ANNEX-A: ISLAMABAD SITE SUMMARY BOQ **3**
ANNEX-A1: COLOCATION & OTHER SERVICES **4**
ANNEX-A2: UNIFIED POWER SERVICE **5**
ANNEX-A3: CLOUD & OTHER SERVICE SERVICES **6**

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

ANNEX-A: SUMMARY BOQ

Sr#	Description	Total Cost per month with Tax (PKR)
1	ANNEX-A1: COLOCATION & OTHER SERVICES	
2	ANNEX-A2: UNIFIED POWER SERVICE	
3	ANNEX-A3: CLOUD & OTHER SERVICE SERVICES	
5	**Grand Total (PKR) per Month with Tax**	
6	**Grand Total (PKR) per Year with Tax**	

Note: Payments shall be made on ***Pay-as-you-go*** basis.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

ANNEX-A1: COLOCATION & OTHER SERVICES

Sr#	Description	A/U	Approx Qty	Unit Cost per month without Tax (PKR)	Unit Cost per month with Tax (PKR)	Total Cost per month with Tax (PKR)
1	High-Density Primary Colocation Rack Secure 42U/48U cabinet space, supporting up to 20kW peak load at Islamabad DC. Includes biometric access & physical security, and all necessary arrangements inside Rack.	Monthly	30			
2	Fractional Rack Space (Per Unit basis) Standard 1U rack mount space including dual A+B redundant power feeds and thermal cooling.	Monthly	630			
3	Metered Power (including Cooling etc) as per Continuous power usage n sub-metered actual active load, Continuous power usage n sub-metered actual active load.	kwh	51,840			
4	DDoS-Protected Internet Bandwidth	Mbps/Month	200			
5	Standard Internet Bandwidth (Non-DDoS Protected)	Mbps/Month	200			
6	Caging Services	Per Rack	4			
7	Digital/Smart Access control for Caging	Per Caging	4			
8	Digital/Smart Access control for Racks	Per Rack	30			
	Grand Total (PKR) per Month with Tax					

Note: Quantities mentioned above are approximate and subject to change based on actual requirement. Payments shall be made on ***Pay-as-you-go*** basis.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

ANNEX-A2: UNIFIED POWER SERVICE

Sr#	Description	A/U	Approx Qty	Unit Cost per month without Tax (PKR)	Unit Cost per month with Tax (PKR)	Total Cost per month with Tax (PKR)
1	Metered Power including all other Rack-Co-Location components (power, cooling, space).	kwh	25,920			
	Grand Total (PKR) per Month with Tax					

Note: Quantities mentioned above are approximate and subject to change based on actual requirement. Payments shall be made on ***Pay-as-you-go*** basis.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

ANNEX-A3: CLOUD & OTHER SERVICE SERVICES

Sr#	Description	A/U	Approx Qty	Unit Cost per month without Tax	Unit Cost per month with Tax (PKR)	Total Cost per month with Tax (PKR)
1	Customizable VM (s), through customer tenant portal per CPU	vCPU Core /Month	500			
2	Customizable VM through customer tenant portal per RAM	GB RAM / Month	1,024			
3	Block Storage (SSD), Note: Separate rates be mentioned if charges for different volume varies	GB Storage / Month	102,400			
4	Object Storage (S3-Compatible). Note: Separate rates be mentioned if charges for different volume varies	GB Storage / Month	204,800			
5	NPU per month Note: Add separate rows for each offered NPU Card with bundled resources CPU, RAM Storage	Node/Month	8			
6	Managed Virtual Network Firewall (VDOM) Service for Co-Located Customer — Provision, configuration and 24×7 management of a dedicated/isolated virtual firewall instance (VDOM) for collocated customer services, including Firewall/NGFW, IPS/IDS, application control, web/DNS filtering, antivirus/malware protection, logging/monitoring, security policy management, SSL VPN, Dialup IPSEC VPN, Gateway IPsec, NLB functionality and associated security services, with required licenses/subscriptions, updates and technical support.	Vdom/Month	2			
7	Elastic Load Balancer (ELB) Software-defined traffic load balancing gateway for high availability architectures.	ELB/Month	30			

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

Sr#	Description	A/U	Approx Qty	Unit Cost per month without Tax	Unit Cost per month with Tax (PKR)	Total Cost per month with Tax (PKR)
8	Managed Virtual Web Application Firewall Service for Cloud customers — Provision, configuration and 24×7 management of a dedicated/isolated virtual firewall for co-located custom. Web protection profile, SSL /TLS offloading OWASP top 10 attack protection.	Instance/Month	2			
9	Public Elastic IP (EIP) Allocation Dedicated static Public IPv4 address allocation.	IP/Month	64			
10	24/7/365 Managed NOC/SOC Operations Fee Smart-hands deployment, proactive hypervisor hardening, patch management, and SLA monitoring.	Per Tenant	1			
11	Dedicated Resident Engineer (RE) Seat/Workstation at Bidder's Premises, including Desk, workstation, power, network/internet connectivity and necessary office facilities.	Per Person/Month	1			
	Grand Total (PKR) per Month with Tax					

Note: Quantities mentioned above are approximate and subject to change based on actual requirement. Payments shall be made on ***Pay-as-you-go*** basis.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

NATIONAL TELECOMMUNICATION CORPORATION

HEADQUARTERS G-5/2, ISLAMABAD

Terms of Contract

FOR

Procurement of Data Center Infrastructure as a Service (IaaS) for NTC at Islamabad

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Table of Contents

1 PERFORMANCE SECURITY 3
2 NTC RESPONSIBILITIES 3
3 CONTRACTOR RESPONSIBILITIES 3
4 COMMENCEMENT OF SERVICES 4
5 CONTRACT DURATION 5
6 PRICING MODEL 5
7 SUPPORT SERVICE/ SERVICE LEVEL AGREEMENT 5
8 LIQUIDITY DAMAGES 6
9 SERVICE RENDERING CERTIFICATE 7
10 VOLUME-BASED REBATE MECHANISM 7
11 PAYMENT 7
12 EXCLUSIVITY 8
13 CONTRACT CLOSURE 8
14 DEFAULT BY CONTRACTOR 8
15 ARBITRATION AND GOVERNING LAW 9
16 FORCE MAJEURE 9
17 TERMINATION FOR INSOLVENCY 10
18 TERMINATION FOR CONVENIENCE 10
19 PROJECT DIRECTOR 10
20 DEBARMENT / BLACKLISTING OF FIRM 10
21 INTEGRITY 11
22 DECLARATION OF BENEFICIAL OWNERS' INFORMATION 12

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

1 PERFORMANCE SECURITY

1.1 The successful bidder shall furnish to NTC a performance security amounting to PKR. 5,000,000/- (Pak Rupees Five Million Only) in the shape of Pay order or CDR or bank guarantee valid for a period of 62 months at the time of signing of contract.

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

1.3 The performance security shall be released upon successful completion of contract period.

1.4 All the correspondence regarding release of performance guarantee shall be made with Director (Procurement) NTC HQ.

2 NTC RESPONSIBILITIES

NTC shall be responsible for the following:

2.1 NTC shall provide approval of each service and confirmation of service activation from the end-user.

2.2 NTC shall manage customer onboarding, contracts, billing, and service provisioning to end users, assisted by the expertise/skills of contractor including customer onboarding.

2.3 NTC shall retain ownership of all data and define applicable data classification, usage, and regulatory requirements.

2.4 NTC shall provide timely decisions, access permissions, and coordination necessary for deployment and service continuity.

2.5 Contract Authorization: NTC shall act as the sole contracting and commercial authority with end-user government agencies, department clients, and state-owned enterprises (SOEs).

2.6 Service Activation Approval: NTC shall provide formal, written approval/sign-off for each service subscription and final verification of service acceptance from end-users before commercial billing begins.

2.7 Revenue Collection & Billing: NTC shall manage customer invoicing, commercial collections, and revenue settlement with the Contractor based on quarterly usage reports.

2.8 Data Sovereignty Ownership

2.9 Ultimate Data Custodianship: NTC/designated end user retains absolute legal ownership, custodianship, and administrative control over all customer data, payloads, and application configurations hosted within the sovereign cloud environment.

2.10 Policy Definition: NTC shall define and enforce data classification levels, security policies, and localized data compliance standards as required by the Federal Government.

3 CONTRACTOR RESPONSIBILITIES

The contractor shall be responsible for the following:

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

3.1 The contractor shall ensure data security, isolation, encryption, access control, and compliance with applicable laws and standards.

3.2 The contractor shall not claim ownership of data and shall provide secure data export and deletion mechanisms.

3.3 The contractor shall ensure compliance to all regulations, compliances as applicable on the offered services.

3.4 The contractor will fully cooperate for audits as and when required for Hosted setup during this arrangement.

3.5 **Core Compute & Storage Hosting**

a) **Hardware Operations:** Install, operate, and maintain physical hardware clusters including GPU-accelerated servers (supporting SXM/OAM mezzanine boards with high-density HBM and robust interconnect) and high-performance NVMe storage arrays.

b) **Sovereign Data Security:** Guarantee that all customer workloads, databases, parallel file systems, and backups are hosted 100% within Pakistan.

c) **Local Boundary Enforcement:** Prevent any network metadata, system log registers, diagnostic telemetry, or user authentication flows from transiting or being stored outside the borders of Pakistan.

3.6 **Tenant Lifecycle & Portal Management**

a) **Full Lifecycle Administration:** Take complete operational responsibility for the Tenant Lifecycle, including user onboarding, virtual environment setup, virtual resource allocation, tenant isolation, software provisioning, and day-to-day platform administration.

b) **Tenant Portal Provisioning:** Provide a secure, localized customer-facing dashboard/portal enabling automated resource monitoring, performance telemetry, and ticketing services on behalf of NTC.

3.7 **Resident Engineer Workspace Allocation** Contractor will provide NTC's dedicated Resident Engineer with a fully equipped physical workspace (desk, chair, stable power, high-speed secure internet, and access to common office utilities) at the Contractor's facility free of charge.

3.8 **Government Compliances, Certifications, and Auditing**

a) Zero-Data-Ownership Policy: Under no circumstances shall the Contractor claim ownership or intellectual property over hosted data, and they must provide secure, audited data export and zero-trace physical data shredding mechanisms.

b) Auditing Cooperation: Fully cooperate with and provide unhindered access for technical, security, compliance, and financial audits conducted by NTC or government-appointed auditors.

c) Industry Certifications: Maintain active, internationally recognized certifications including ISO/IEC 27001 (Information Security).

4 COMMENCEMENT OF SERVICES

4.1 The Contract shall come into force from the date of signing by both parties.

4.2 Contractor shall commence services immediately after signing of contract.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

4.3 Contractor shall, within 03 Weeks for colocation and within 02 Weeks for hosting/NPU service onboarding from issuance of each go-ahead from NTC, will install and make ready necessary resources against that go-ahead and shall notify NTC in writing upon achieving readiness for verification.

4.4 Commercial commencement for payment purposes shall be effective from the date of issuance of the initial Service Commencement Certificate (SCC) by Project Director against each go-ahead placed by NTC.

5 CONTRACT DURATION

Contract agreement for a period of Five (05) years will be signed. The contract will be further extendable for another Five (05) years with 05% non-compounded increase in original contract prices with mutual consent. Project Director shall issue go-aheads on as and when required basis throughout the duration of contract as per succeeding clause 6.

6 PRICING MODEL

6.1 The contract shall be signed on indicative quantities mentioned in BoQ however, the contract shall be governed by **Pay-as-you-go (PAYG)** pricing model as prescribed in National Standard Bidding Documents for Procurement of Cloud Services notified by PPRA vide S. R. O. 730(I)/2024 dated 14th May, 2024 providing flexibility and cost-effectiveness of fluctuating workloads.

6.2 The scope of services is of such nature that NTC can neither determine beforehand or forecast the requirements of the intended users i.e. Pakistani Federal (including GB & AJK) and Provincial Governments, or Public Sector entities anywhere hence NTC does not guarantee and is under no obligation to acquire services unless required by NTC.

6.3 The contract services will be acquired from the contractor based on NTC's requirement and payments shall be made accordingly based actual consumption of resources and the unit prices defined in the contract.

7 SUPPORT SERVICE/ SERVICE LEVEL AGREEMENT

7.1 The SLA shall commence from the date of issuance of the go-ahead for each service by the Project Director, certifying that the installed solution is operational and meets all contractual specifications.

7.2 **Scope of SLA Services:** To guarantee high enterprise-grade standards across all provisioned sovereign environments, the partnering cloud platform operator must adhere to strict Service Level Agreements (SLAs) and deployment timeline milestones:

a. **Physical Facility Availability:** Hosting facilities at Islamabad site must deliver 99.982% power, cooling, and network cross-connect availability computed on a rolling monthly basis.

b. **Virtual Machine (IaaS) Availability:** Standard compute instances, virtual disks, and database environments must maintain >= 99.50% continuous operational availability.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

c. **Sovereign GPU/NPU Availability:** High-density GPU/NPU inference cluster platforms must achieve >= 99.50% operational uptime, excluding pre-scheduled software/clustering maintenance windows.

d. **SLA Penalty Matrix:** Any continuous outage exceeding 4 hours in a single month will trigger a service credit penalty of 2% of that month's service fee per additional hour of downtime, up to a maximum of 10% of the monthly billing.

e. **Milestone 1 - Infrastructure Verification (T+15 Days):** Contractor's facility /setup will be through verified by NTC Team within 15 days of contract signing.

f. **Milestone 2 - Sovereign Cloud (T+30 Days):** Onboarding of the, cloud customer and cloud services within scope of the contract must be fully operational within 30 days of contract execution.

7.3 **SLA Performance Metrics**

a. **Response Time:** The contractor shall respond to all support requests within fourteen (14) hours.

b. **Resolution Time:** All critical issues shall be resolved within two (02) hours or as agreed upon.

c. **Uptime Guarantee:** The contractor shall ensure a system uptime of 99.5% on a monthly basis.

7.4 **Penalties for SLA Non-Compliance:** Failure to meet SLA obligations, including response times, resolution times, or uptime guarantees, will result in penalties. They will be calculated as follows:

a. In the event that a ticket is not resolved within the agreed-upon timelines, a penalty shall be applied to the Monthly service cost as follows:

- **Minor Issues:** 2% of the Monthly service cost (of affected service only) per breach.
- **Major Issues:** 4% of the Monthly service cost (of affected service only) per breach.
- **Critical Issues:** 6% of the Monthly service cost (of affected service only) per breach.

b. The severity of the issue (Minor, Major, Critical) shall be determined by Project Director. Penalties will be applied on a per-ticket basis and will be subject to a cumulative cap of 10% of the Monthly service cost. Any disputes regarding the classification of issues shall be resolved in accordance with the dispute resolution mechanism defined in this agreement.

8 LIQUIDITY DAMAGES

8.1 If the contractor fails to commence services within prescribed time mentioned in the go-ahead, the contractor shall be liable to pay Liquidated Damages (LD) for delay.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

8.2 Liquidated Damages shall be calculated at the rate of 1% of the projected monthly volume of business under the go-ahead for respective service per week, subject to a maximum of 10% of the same.

8.3 The delay period shall be calculated from the scheduled completion date up to the actual date of readiness notification for verification.

8.4 If the delay exceeds Ten (10) weeks beyond the stipulated completion period, and no reason is given to NTC. NTC shall have the right to terminate the Contract for default, without prejudice to recovery of Liquidated Damages and other remedies available under the Contract.

9 SERVICE RENDERING CERTIFICATE

9.1 Upon provisioning and successful rendering of the resources, Project Director shall issue an initial Service Commencement Certificate (SCC), verifying the commencement of services to designated client.

9.2 Project Director shall issue quarterly Service Rendering Certificate at the end of each quarter verifying all the monthly services provided/rendered during the respective quarter (mentioning number of months and days of service), in the light of clause 8.1

9.3 Release of any payment shall be subject to issuance of the Rendering Certificate by the PD on conclusion of each quarter, and shall not be unreasonably withheld.

10 VOLUME-BASED REBATE MECHANISM

10.1 The Contractor shall issue a single invoice at the end of each quarter for all services provided during that quarter. A volume-based rebate shall be applied within the same invoice based on the cumulative quarterly invoiced value as follows:

a. Where quarterly invoice exceeds PKR 30,000,000, a rebate equivalent to 2% of the invoiced value shall be applicable.
b. 2% rebate if the quarterly invoice exceeds PKR 30,000,000 to 50,000,000.
c. 5% rebate if the quarterly invoice exceeds PKR 50,000,000 and above.

10.2 All applicable taxes, including GST and withholding tax, shall be calculated on the invoice value after applying the rebate (if any).

11 PAYMENT

11.1 **100 Percent (100%)** quarterly invoice shall be payable to the contractor upon issuance of the quarterly Service Rendering Certificate (SRC) by the Project Director.

11.2 The contractor shall submit the commercial invoice & sales tax invoice in triplicate to the Project Director for due verification and payment.

11.3 The contractor shall clearly mention NTN & GST numbers of both supplier & purchaser on the invoice (NTC NTN # 1218153-6, NTC GST # 07-01-9802-013-64).

11.4 All payments shall be processed by NTC Finance Wing through the Project Director.

11.5 Taxes shall be deducted as per government rules at the time of payment.

11.6 All the payments shall be made through a cross cheque in Pakistani rupees.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

12 EXCLUSIVITY

12.1 During the term of the Contract, the Contractor shall not, directly or indirectly, offer, provide, or enable contracted services/facility, or substantially similar services to any Pakistani Federal (including GB & AJK) and Provincial Governments, or Public Sector entities anywhere without NTC explicit written consent. Any Govt Sector customers being provided services by the contractor before signing of the contract between NTC and contractor will also be served through NTC under this contract unless mutually agreed otherwise.

12.2 The Contractor shall also not engage, partner, subcontract, or enter into any arrangement with any third party, reseller, system integrator, or service provider that provides or intends to provide such services to Pakistani Federal (including GB & AJK) and Provincial Governments anywhere, where such engagement would result in the provision of services substantially similar to those under this Contract, without prior written consent of NTC.

12.3 Notwithstanding the above:

a. The Contractor may continue to provide services to its existing private sector clients without restriction.

b. NTC reserves the right to develop, procure, or deploy its own in-house infrastructure and capabilities for the provision of similar services, without any restriction or liability to the Contractor.

12.4 Exclusivity under this Clause shall apply strictly to the scope, service model, and commercial structure defined in this Contract, and shall not restrict either Party from engaging in other unrelated or materially different business activities.

12.5 This exclusivity shall remain valid only during the term of the Contract and shall automatically cease upon expiry or termination.

13 CONTRACT CLOSURE

13.1 The Contract shall automatically expire upon completion of Five (05) years from the date of commercial commencement, unless extended by mutual written agreement for a term of another Five (05) years.

13.2 Upon expiry or termination of the Contract, the contractor shall ensure uninterrupted availability of the services until the effective date of closure and shall provide reasonable transition support, if required, for a period not exceeding One Hundred and Twenty (120) days.

13.3 All outstanding payments for services satisfactorily rendered up to the date of expiry or termination shall be settled in accordance with the Contract.

13.4 Termination or expiry of the contract shall not relieve either party of any accrued rights, liabilities, penalties, or obligations that have arisen prior to the effective date of termination.

14 DEFAULT BY CONTRACTOR

14.1 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 state the default.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

14.2 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.

15 ARBITRATION AND GOVERNING LAW

15.1 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.

15.2 In the event that any dispute arises between the Parties under this Agreement, one Party shall issue notice to the other Party to mutually negotiate a resolution to the dispute. If the negotiations fail to resolve the dispute within seven (7) days of receipt of the notice, the dispute shall be referred to the Managing Director, National Telecommunication Corporation ("MD") or his nominee who shall provide a personal hearing to Contractor and render a decision thereon within a period of thirty (30) days. In the personal hearing conducted pursuant to this clause, the contractor shall not be represented by a legal practitioner within the meaning of the Legal Practitioners and Bar Councils Act, 1973.

15.3 If The contractor is aggrieved of the decision of the MD or his nominee rendered under clause (15.2) hereof, the contractor may refer the dispute to arbitration within thirty (30) days of the date of the decision of the MD or his nominee under the Arbitration Act, 1940 or any law that the Arbitration Act, 1940 is repealed, amended, or modified by at the time of referral of the dispute to arbitration. The arbitration shall be conducted before a Sole Arbitrator to be appointed by the consent of the Parties. The seat and venue of arbitration shall be at the National Telecommunication Corporation Headquarters, Sector G-5/2, Islamabad. The arbitration and the award thereof shall be conducted in the English language.

15.4 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.

16 FORCE MAJEURE

16.1 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.

16.2 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 for as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

16.3 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.

16.4 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.

16.5 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.

17 TERMINATION FOR INSOLVENCY

NTC may at any time terminate the contract by giving written notice to The contractor, without any compensation to contractor. If the contractor 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 NTC.

18 TERMINATION FOR CONVENIENCE

Without prejudice to the contractor, the NTC may send a written notice to the contractor, terminate the contract in whole or in part, at 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.

19 PROJECT DIRECTOR

General Manager (Data & IT) NTC HQs Islamabad

20 DEBARMENT / BLACKLISTING OF FIRM

1.1 As per clause-25 of the PPRA rules 2026, 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 or the acts provided under the aforesaid rule.

a. Consistent failure to provide satisfactory performance.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

b. Contractor becomes insolvent.
c. Existence of judicial decision against a contractor in respect of a corrupt or collusive practice.
d. Submission of false and spurious documents, making false statements and allegations to gain undue advantage.
e. Commission of fraud.
f. Contractor abandons the contract.
g. Contractor without reasonable excuse fails to commence the work 'or' suspends the progress of work for 14 days.
h. Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out their obligations under the contract.
i. Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration with sales tax authorities, Pakistan Engineering council etc., giving false evidence, furnishing of false information of serious nature.

1.2 NTC reserves the right to blacklist and debar the contractor as well as its OEM in case of breach of undertaking provided regarding the EoL and EoS of the quoted equipment.

1.3 Blacklisting proceedings shall be carried out in accordance with the Mechanism for Blacklisting Regulations, 2024.

1.4 The duration of such debarment shall be in accordance with the provisions of Rule 25 of PP Rules 2026.

21 INTEGRITY

21.1 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.

21.2 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.

21.3 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.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

22 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 prescribed Performa.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS