Standard Bidding Document

Replacement of 03 X Cabinet Type AC Units 04 Ton for installation at NTC MSU Garden Town, Data Center and NOC at 06-Race Course Road Lahore (Goods)

National

Single Stage-One Envelope

August 24, 2026

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REQUEST FOR BIDS

PROCUREMENT OF GOODS

1. The **National Telecommunication Corporation (National Telecom Corporation (NTC))** has reserved Funds for the procurement planned for FY **2026-27**. The **National Telecommunication Corporation (National Telecom Corporation (NTC))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Replacement of 03 X Cabinet Type AC Units 04 Ton for installation at NTC MSU Garden Town, Data Center and NOC at 06-Race Course Road Lahore**" with the reference of **"P91639"**

2. The **National Telecommunication Corporation (National Telecom Corporation (NTC))** invites sealed Bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amounting described in Bid Security Section in Bidding Document in the form of **Pay Order** or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

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/91639** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

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, September 16, 2026 11:00 AM**. E-bids will be opened using

EPADS v2.0 on the same day at **Wednesday, September 16, 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 Rule 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1.Scope of Bids

1.1 The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids **through EPADS v2.0** for the provision of Goods for as specified in the BDS and **in Section V – Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods 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 Invitation for Bids.

3. Eligible Bidders

3.1 A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country**,** or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.

3.2 Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

3.3 The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

3.4 Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).

3.5 The invitation for Bids is open to all prospective suppliers, manufacturers, or authorized agents / dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.

3.6 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.

2. have controlling shareholders in common; or

3. receive or have received any direct or indirect subsidy from any of them; or

4. have the same legal representative for purposes of this Bid; or

5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

6. Submit more than one Bid in this Bidding process.

3.7 A Bidder may be ineligible if –

1. he is declared bankrupt or, in the case of company or firm, insolvent;

2. payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of Bid securing declaration.

3.8 As and when required, bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.9 Bidders shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.

4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

5. One Bid per Bidder

5.1 A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

5.2 The Bidder shall not engage a subcontractor for any portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.

6. Cost of Bidding

6.1 Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

7. Contents of Bidding Document

7.1 The Goods required, Bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 9.1** include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required in the Bidding documents through **EPADS v2.0** will be at the Bidder's risk and may result in the rejection of his Bids.

8. Clarification of Bidding documents

8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through **EPADS v2.0.**

8.2 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond to any request for clarification through **EPADS v2.0** provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through **EPADS v2.0**, including a description of the inquiry, but without identifying its source.

8.4 Should the Procuring Agency deem it necessary to amend the Bidding document as a result of a clarification, it shall do so following the procedure under **ITB 9.**

8.5 If indicated **in the BDS**, the Bidder’s designated representative is invited at the Bidder’s cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding document.

8.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on **EPADS v2.0**. Any modification to the Bidding documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 9**. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

9. Amendment of Bidding documents

9.1 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 addenda through **EPADS v2.0**.

9.2 The Procuring Agency shall promptly publish the addendum through **EPADS v2.0**.

9.3 Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS v2.0 to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-submit the revised bid prior to the original or extended bid submission deadline.

9.4 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 through **EPADS v2.0**:

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 Bids submission deadline.

C. Preparation of Bids

10. Language of Bid

10.1 The Bid prepared by the bidder, as well as all correspondence and documents relating to the Bids exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the BDS**.** Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless otherwise specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

11. Documents and samples Constituting the Bid

11.1 The Bid prepared by the Bidder shall constitute thedocuments required in the **BDS**.

Details of sample(s) where applicable and requested in the BDS.

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

2. Documentary evidence establish that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;

3. Documentary evidence establish that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;

4. Bid security or Bid Securing Declaration furnished in accordance with **ITB 18.**

12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents

12.1 To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods provided conform to the technical specifications and standards.

13. Documents Establishing Eligibility and Qualification of the Bidder

13.1 The Bidder shall furnish, as part of itsBid, 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.

14. Form of Bids

14.1 The Bidder shall fill the Form of Bid furnished in the Bidding documents.The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

15. Bids Prices

15.1 The Bids Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding documents.

15.2 All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.

15.3 Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive Bidder(s) shall be construed to be the price of those missing item(s)

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 14.1** shall be the total price of the Bid.

15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.

15.6 Prices quoted by the Bidder shall be fixed during the Bidder’s performance 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.

16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 30 (2) of the Public Procurement Rules, 2004.

17. Bids Validity Period

17.1 Bids 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**.** The period of Bid validity will be determined from the complementary Bid securing instrument, i.e. the expiry period of Bid Security or Bids Securing Declaration as the case may be.

17.2 The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once through **EPADS v2.0**, for the period not more than the period of initial bid validity. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.

18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004.

18.2 The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids.

18.3 The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.

18.4 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 18.7.**

18.5 The Bid Security shall be denominated in the local currency, and it shall be a Bank Draft in the name of the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bids/Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18** are invoked.

18.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bids Validity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

a. the expiry of the Bid Security;

b. 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 Bid documents;

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

d. the withdrawal of the Bids prior to the deadline for the submission of Bids, unless the Bids documents stipulate that no such withdrawal is permitted.

18.8 The successful Bidder's Bids Security will be discharged upon the Bidder signing the contract**,** or furnishing the Performance Guarantee.

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

a. if a Bidder:

b. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 17.2**; or

c. does not accept the correction of errors**;** or

d. in the case of a successful Bidder, if the Bidder fails:

e. to sign the contract; or

f. to furnish Performance Guarantee**.**

19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0. Bids requested to be withdrawn, shall be returned unopened to the Bidders through **EPADS v2.0**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition **before bid submission deadline** through EPADS v2.0.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0

21.1 The Technical and Financial Bids if required to submitted, shall be submitted on **EPADS v2.0**.

22. Deadline for Submission of Bids

22.1 Bids shall be received by the Procuring Agency through **EPADS v2.0** before bid submission deadline.

22.2 The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner.

In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 The Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS v2.0, on the date and time specified in the Bid Data Sheet (BDS).

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23.2 The Bid Evaluation Committee **shall generate minutes through EPADS v2.0 containing brief details of bid opening process.** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.

23.3 The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works.

23.4 In case the date of opening of bid has been declared as public holiday or the procuring agency fail to open bid due to any EPADS v2.0 related issues, the submission and opening of bids shall be shifted to the next working day on the same time.

23.5 In case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid Evaluation Committee.

24. Clarification of Bids

24.1 To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices.

24.2 The request for clarification and the response shall be sought through EPADS v2.0 before **three days prior to the deadline for submission of bids.** No change in the prices or substance of the Bids shall be sought, offered, or permitted.

24.3 The alteration or modification in the BIDS which in any way affect the following parameters will be considered as a change in the substance of a Bids:

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;

5. terms and conditions of Bidding documents.

6. change in the ranking of the Bidder

24.4 From the time of Bids opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bids it should do so through **EPADS v2.0**.

25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

1. meets the eligibility criteria defined in **ITB 3**;
2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;
3. is accompanied by the required securities; and
4. is substantially responsive to the requirements of the Bidding documents.

25.2 The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

25.3 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one that: -

1. affects in any substantial way the scope, quality, or performance of the Goods;
2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or
3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.3 If a Bids is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions; Technical Evaluation

26.1 The Procuring Agency shall examine the Bids to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

26.2 The Procuring Agency shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.

26.3 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 25.2,** it shall reject the Bid.

27. Correction of Errors

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

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;

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

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

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

27.2 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, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bids Securing Declaration may be executed.

28. Conversion to Single Currency

28.1 To facilitate evaluation and comparison, the Procuring Agency will convert all Bids prices expressed in the amounts in various currencies in which the Bids prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding documents, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.

29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria described in the Bidding Documents in accordance with Rule 29 and 30 of the Public Procurement Rules, 2004.

1. Least Cost Based Selection (LCBS)
After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered Successful Bid.

2. Quality and Cost Based Selection (QCBS)
In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

3. Quality Based Selection (QBS)
Atter meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second

highest bidder and so on.

29.2 In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS v2.0. However, in no case the rates shall be higher than the original financial bids.

30. Domestic Preference

30.1 The procuring agency shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of Federal Government.

The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

31. Determination of Successful Bid

31.1 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.

31.2 In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Successful Bid.

31.3 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or

2. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods.

31.4 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of the Public Procurement Rules, 2004.

32. Abnormally Low Financial Bids

32.1Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.

32.2 The Procuring Agency may reject an Abnormally low financial bids.

32.3 In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity:

1. Comparing the Bids price with the cost estimate;
2. Comparing the Bids price with the Bids offered by other Bidders submitting substantially responsive Bids; and
3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

32.4 The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.5 The determination will take into account the Bidder’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders’ qualifications.

32.6 Procuring Agency may seek “Certificate for Independent Price Determination” from the Bidder and the results of reference checks may be used in determining an award of contract.

Explanation: The Certificate shall be furnished by the Bidder. The Bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

32.7 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder’s Bids, in which event the Procuring Agency will proceed to the next ranked Bidder to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

F. Award of Contract

33. Criteria of Award

33.1 The Procuring Agency will award the Contract to the Bidder whose Bids has been determined to be substantially responsive to the Bidding documents and who has been declared as Most Advantageous Bidder.

34. Negotiations

34.1 The procuring agency shall not engage in negotiations with respect to scope and price with the bidder except when the procuring agency conducts a procurement using direct **or negotiated** contracting or a request for proposals with evaluation based on quality alone.

34.2 The procuring agency may negotiate with the most advantageous bid with a view to streamline the work or task execution, at the time of contract finalization on methodology, work plan, staffing, finalizing payment arrangements, delivery arrangements, minor amendments to the special conditions of the contract.

35. Procuring Agency Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 33 of the Public Procurement Rules, 2004.

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

36.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.

37. Notification of Award

37.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on **EPADS v2.0** in accordance with Rule 35 of the Public Procurement Rules, 2004.

37.2 The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bids/Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

37.3 The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract.

38. Signing of Contract

38.1 Promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.

38.2 Immediately after the Redressal of grievance by the GRC (if any), mandatory standstill period in accordance with Rule 35 of the Public Procurement Rules, 2004 and **after fulfillment of all condition's precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

39. Corrupt & Fraudulent Practices

39.1 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.

F. Grievance Redressal & Complaint Review Mechanism

40. Constitution of Grievance Redressal

40.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

40.2 In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

G. Mechanism of Blacklisting

41. Mechanism of Blacklisting

41.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Mechanism for Blacklisting Regulations, 2024, read with Rule 19 of the Public Procurement Rules, 2004.

41.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 19 of the Public Procurement Rules, 2004 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.

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Bid Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)
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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: **National Telecommunication Corporation (National Telecom Corporation (NTC))**

The subject of procurement is: **Replacement of 03 X Cabinet Type AC Units 04 Ton for installation at NTC MSU Garden Town, Data Center and NOC at 06-Race Course Road Lahore**

Expected commencement date: **Tuesday, December 15, 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: **P91639**

BDS Clause Number 3
ITB Clause Number 3.1

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**
see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4
ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Tuesday, September 15, 2026

C. Preparation of Bids

BDS Clause Number 5
ITB Number 10.1

The Language of all correspondences and documents related to the Bids shall be in: **English**

List of documents required along with the bid:

1. Warranty Cards, User manual, all allied documents

BDS Clause Number 6
ITB Number 11.1
Items/Lots and threre related documents:
See section items and Lots

BDS Clause Number 7
ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8
ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9
ITB Number 16.1

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

BDS Clause Number 10
ITB Number 17.1

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

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BDS Clause Number 11
ITB Number 18.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
The Bid Security shall be in the form of: **Pay Order**

D. Submission of Bids

BDS Clause Number 12
ITB Number 20.1

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

NTC Regional HQs, 06-Race Course Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). before bid submission deadline.

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

The deadline for Bids submission is: **Wednesday, September 16, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 13
ITB Number 23.1

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

Day *: **Wednesday***

Date: ***Wednesday, September 16, 2026***

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

BDS Clause Number 14
ITB Number 31.1

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

F. Review of Procurement Decisions

BDS Clause Number 15

ITB Number 41.1

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

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)
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Eligibility Criteria

Bidder's Type	Required Registration
Any	FBR (NTN) FBR (GSTN) Punjab (PRA)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)
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Evaluation Criteria

Eligibile bidder(s) with substantially responsive bid(s) offering **Least Cost Based Selection (LCBS)** shall be consider for the award of contract(s).

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation Weightage
100

Technical Marks	100
Passing Marks	75
Technical Marks	
75/100 marks are mandatory. (Qualitative)(Doc Required)	100

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Items/Lots

Lot Title : REPLACEMENT OF 03 X CABINET TYPE AC UNITS 04 TON FOR INSTALLATION AT NTC MSU GARDEN TOWN, DATA CENTER AND NOC AT 06-RACE COURSE ROAD LAHORE

Bid Security : 60000 PKR

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
04-Ton Split Air Conditioner cabinet / stand type/floor mounted (L.G / Mitsubishi / ACSON / Gree) or equivalent along with allied accessories	Air conditioners	**Address:** NTC Regional HQs, 06-Race Course Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). **Schedule:** 27 Days **Quantity:** 3/Qty	3 / Qty	Any	365 Days
Providing and fixing of DP box 12’’x 18’’ containing on 2 x 32 amp three pole circuit breakers along with installed digital volt meter and selector Switches lock key	Distribution or control board fixtures	**Address:** NTC Regional HQs, 06-Race Course Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). **Schedule:** 27 Days **Quantity:** 1/Qty	1 / Qty	Any	365 Days

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
Four Core Power Cable 6mm Cu/PVC 300/500 volt	Power cable	**Address:** NTC Regional HQs, 06-Race Course Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). **Schedule:** 27 Days **Quantity:** 70/m	70 / m	Any	365 Days
Copper Pipe 3/4, 3/8 along with insolation and all allied accessories	Industrial copper pipe	**Address:** NTC Regional HQs, 06-Race Course Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). **Schedule:** 27 Days **Quantity:** 130/ft	130 / ft	Any	365 Days
Iron Stand for Outdoor Units	Stands	**Address:** NTC Regional HQs, 06-Race Course Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). **Schedule:** 27 Days **Quantity:** 3/Qty	3 / Qty	Any	365 Days

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
Complete Installation (including dismantling of old AC Units)	Heating and cooling and air conditioning HVAC installation and maintenance service	**Address:** NTC Regional HQs, 06-Race Course Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). **Schedule:** 27 Days **Quantity:** 3/Qty	3 / Qty	Any	365 Days

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Related Services of Goods:

No

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Items/Lot Specification

Lot Title : REPLACEMENT OF 03 X CABINET TYPE AC UNITS 04 TON FOR INSTALLATION AT NTC MSU GARDEN TOWN, DATA CENTER AND NOC AT 06-RACE COURSE ROAD LAHORE

Item: 04-Ton Split Air Conditioner cabinet / stand type/floor mounted (L.G / Mitsubishi / ACSON / Gree) or equivalent along with allied accessories

UNSPSC: Air conditioners

Specifications / Requirements:

ANNEX-B: TECHNICAL EVALUATION REGARDING REPLACEMENT OF 03 X CABINET TYPE AC UNITS 04 TON FOR INSTALLATION AT NTC MSU GARDEN TOWN, DATA CENTER AND NOC AT 06-RACE COURSE ROAD LAHORE								
				FC				
1.1		Participating firm keeping minimum 03 years relevant experience	M					
1.2		Office address in Lahore or other city	M					

ANNEX-B: TECHNICAL EVALUATION REGARDING REPLACEMENT OF 03 X CABINET TYPE AC UNITS 04 TON FOR INSTALLATIONAT NTC MSU GARDEN TOWN, DATA CENTER AND NOC AT 06-RACE COURSE ROAD LAHORE

1.3	Make and Manufac	MG / Mitsubishi / ACSON / Gree or equivalent						
1.4	Type	T3 rated compressor	M					
1.5	Warranty	3-year compressor warranty and a 1-year maintenance/parts warranty (offered by Brand)	M					
1.6	Refringent Type	R-410A or R-32 Gas	M					
1.7	Cooling Capacity: 4.0 Ton	48000 BTU or above	M					
1.8	Pipe (100% Copper)	Standard refringent pipe, extra refrigerator pipe	M					
		with PVC Duct, Drain Pipe with PVC duct						

ANNEX-B: TECHNICAL EVALUATION REGARDING REPLACEMENT OF 03 X CABINET TYPE AC UNITS 04 TON FOR INSTALLATIONAT NTC MSU GARDEN TOWN, DATA CENTER AND NOC AT 06-RACE COURSE ROAD LAHORE

Heavy duty brackets made of steel for outdoor

Note	Bidder's Statement column must be properly filled to clearly state the available feature/compliance as fully complied (FC), partially complied (PC) or not complied (NC) or better feature is available, Tick the relevant box. The bidder must Fully comply to all Mandatory clauses (Denoted as "M" in Marks column) failing to do so will Technically disqualify the bidder, Moreover, the bidder should score 75 % or more of the total marks given in "Marks" column. The compliance of above specification must be supported by data sheet of product to certify the Compliance.							

Item: Providing and fixing of DP box 12’’x 18’’ containing on 2 x 32 amp three pole circuit breakers along with installed digital volt meter and selector Switches lock key

UNSPSC: Distribution or control board fixtures

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Specifications / Requirements:

AS per attached specifications

Item: Four Core Power Cable 6mm Cu/PVC 300/500 volt

UNSPSC: Power cable

Specifications / Requirements:

AS per attached specifications

Item: Copper Pipe 3/4, 3/8 along with insolation and all allied accessories

UNSPSC: Industrial copper pipe

Specifications / Requirements:

AS per attached specifications

Item: Iron Stand for Outdoor Units

UNSPSC: Stands

Specifications / Requirements:

AS per attached specifications

Item: Complete Installation (including dismantling of old AC Units)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

UNSPSC: Heating and cooling and air conditioning HVAC installation and maintenance service

Specifications / Requirements:

AS per attached specifications

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)
EPADS

Price Schedule

For Individual Items

#	Item 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

a. “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;

b. “Procuring Agency” means:-

a. any Ministry, Division, Department or any Office of the Government;

b. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;.

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

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

e. “Ancillary Services” means those services ancillary to the provision of Goods, 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 Bidder covered under the Contract;

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

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

h. **“**Day” means calendar day unless indicated otherwise.

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

j. The Bidder” means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;

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

l. “Government” means the Government of Pakistan;

m. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Goods.

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

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

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

q. “Completion Date” means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

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

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

2. Application and Interpretation

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

3. Applicable Law

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

4. Governing Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Bidder and 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.

5. Notices

5.1 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**.

6. Delivery/Location

6.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in SCC.

7. Authorized Representatives / Authority of Member in charge

7.1 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 Bidder may be taken or executed by the officials specified in the **SCC**.

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

8. Effectiveness of Contract

8.1 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.

9. Commencement of Services

9.1 The Bidder shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

10. Program

10.1 Before commencement of the Services, the Bidder 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.

11. Starting Date/Expiration Date

11.1 The Bidder 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.**

11.2 Unless terminated earlier pursuant to Clause **GCC 15** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

12. Entire Agreement

12.1 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.

13. Modification

13.1 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 Bids for modification or variation made by the other Party.

13.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

14. Force Majeure

14.1 Definition

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

14.2 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.

14.3 Extension of Time

Any period within which a Party 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.

14.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder 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.

15. Termination

15.1 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 Bidder 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);

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

b. If the Bidder becomes (or, if the Bidder 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;

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

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

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

15.2 By the Bidder

The Bidder 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.

a. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.

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

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

d. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Bidder's notice specifying such breach.

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

1. The Bidder shall deliver the product 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 Bidder 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.

16.2 Law Applicable to Goods

The Bidder shall deliver the goods 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.

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder 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 Bidder 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.

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

17.3 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:

a. 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;

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

18. Confidentiality

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

19. Insurance to be Taken Out by the Bidder

19.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, 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.

20. Bidder's Actions Requiring Procuring Agency's Prior Approval

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

(a) appointing such members of the Personnel not provided by the Bidder;

(b) changing the Program of activities; and

(c) any other action that may be specified in the SCC.

21. Reporting Obligations

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

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in **SCC**. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 15.**

22.2 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 Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

22.3 Lack of performance penalty

If the Bidder 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 Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

23. Performance Guarantee

23.1 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of ------- at the discretion of the PA in the amount **specified in SCC.** In case the amount of Bids security is equal or greater than

23.2 The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

23.3 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.

23.4 The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier 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.**

24. Fraud and Corruption

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

25. Sustainable Procurement

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

D. Bidder's Personnel

26. Description of Personnel

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

27. Removal and/or Replacement of Personnel

27.1 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 Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

27.2 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 Bidder 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.

27.3 The Bidder 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

28. Assistance and Exemptions

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

29. Change in the Applicable Law

29.1 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 related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder 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.

30. Services and Facilities

30.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described , at the times and in the manner specified in the SCC or terms of reference.

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

F. Payments to the Bidder

31. Contract Price

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

32. Terms and Conditions of Payment

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

32.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder 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 Bidder have submitted an invoice to the Procuring Agency specifying the amount due.

33. Currency of Payment

33.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

G. Quality Control

34. Identifying Defects

34.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder's performance and notify him of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Procuring Agency may instruct the Bidder 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.

35. Correction of Defects,and

Lack of Performance Penalty

35.1 The Procuring Agency shall give notice to the Bidder 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.

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

35.3 If the Bidder 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 Bidder will pay this amount, and a Penalty for Lack of Performance.

36. Taxes and Duties

36.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

H. Settlement of Disputes

37. Alternate Dispute Resolution

37.1 The disputes between the parties to the contract may be settled in accordance with Public Procurement Rules, 2004.

37.2 The procuring agency shall refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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

Number of GC Clause 1

Definitions

The Procuring Agency is: National Telecommunication Corporation (National Telecom Corporation (NTC)), Assistant Divisional Engineer NTC Regional HQs, 06-Race Course Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).

The Supplier is:

The title of the subject procurement is: Replacement of 03 X Cabinet Type AC Units 04 Ton for installation at NTC MSU Garden Town, Data Center and NOC at 06-Race Course Road Lahore

Number of GC Clause 3

Applicable/Governing Law:

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

Number of GC Clause 4

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 5

Notices:

The addresses for the notices are:

Procuring Agency:

National Telecommunication Corporation (National Telecom Corporation (NTC)), Assistant Divisional Engineer
NTC Regional HQs, 06-Race Course Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).
+92-311-949-7748
muhammad.adnan@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 7.1

The Authorized Representatives are:

For the Procuring Agency:

National Telecommunication Corporation (National Telecom Corporation (NTC)), Assistant Divisional Engineer
NTC Regional HQs, 06-Race Course Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).
+92-311-949-7748
muhammad.adnan@ntc.org.pk

For the Bidder:

Name: ………………………

Designation: ……………..

Address: ……………………………..

Number of GC Clause 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

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 17

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 17**.**

Number of GC Clause 22

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 **0.30%** 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 23

Performance Guarantee:

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Pay Order**

Number of GC Clause 32

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 33

Currency of Payment:

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

Number of GC Clause 34

Identifying Defects:

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

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

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

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

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;

Copies of the packing list identifying contents of each package;

Manufacturer’s or Supplier’s Valid Warranty Certificate;

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

Certificate of Origin.

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

Number of GC Clause 37

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.

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)
EPADS

Form 9: Bid Securing Declaration

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

Bid No.:***P91639***

To: **National Telecommunication Corporation (National Telecom Corporation (NTC)), Assistant Divisional Engineer NTC Regional HQs, 06-Race Course Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

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 **National Telecommunication Corporation (National Telecom Corporation (NTC)), Assistant Divisional Engineer NTC Regional HQs, 06-Race Course Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

(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., **Replacement of 03 X Cabinet Type AC Units 04 Ton for installation at NTC MSU Garden Town, Data Center and NOC at 06-Race Course Road Lahore (*P91639*)** and has accepted a Bids by the Bidder for the provision of Goods 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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Performance Guarantee Form

To: **National Telecommunication Corporation (National Telecom Corporation (NTC)), Assistant Divisional Engineer NTC Regional HQs, 06-Race Course Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

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 Goods*(*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]

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

[address]

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)
EPADS

Tender Documents

Information (Read-Only)

See Form Under Additional Forms and Documents: **Tender Documents** (page number: 72)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)
EPADS

Procurement Forms

Past Experience and Completed Contracts

1.

1.1. The bidder must have successfully completed at least **02 x tendered equipment(s) projects in Pakistan**. Incumbent bidder shall provide all the record of its previous installations along with contracts/purchase orders detail (i.e. date & time of completion, description of items) & contact details of concerned person for reference & verification. The relevant experience of the incumbent bidder will be evaluated on the basis of its supply record & will be considered for further evaluation. If any bidder is found in-experienced or its previous supply record is irrelevant than the said bidder will not be considered for further evaluation & will be knocked out from the competition. In case of Joint Venture (JV), the experience of the principal firm in the JV will be considered for eligibility criteria evaluation.

1.2. Duly authorized by (OEM) & shall submit valid certificate of authorization / partnership.

1.3. The bidder must provide undertaking on at-least PKR 200/- Judicial Paper that:

1.3.1. The firm is not black listed from any government organization.

1.3.2. The firm does not have any linkage with India and/or Israel regarding ownership and sponsoring.

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 97)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)
EPADS

Additional Forms and Documents

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

National Telecom

NATIONAL TELECOMMUNICATION CORPORATION

Regional Headquarters, 6-Race Course Road, Lahore

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

e-Bidding documents

FOR

Replacement of 03 X Cabinet Type AC Units 04 Ton for installation at NTC MSU Garden Town, Data Center and NOC at 06-Race Course Road Lahore

Through
www.eprocure.gov.pk

e-Tender Notice # ADE (PP)/AC Unit/RC-GTN/2025-26

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

SECTION-I

INSTRUCTIONS TO THE BIDDERS

1 INVITATION TO e-BIDS

Tender Notice No. ADE (PP)/AC Unit/RC-GTN/2025-26

National Telecommunication Corporation (NTC), invites electronic bids from the reputable firms, registered with Income Tax and Sales Tax Department having relevant experience for supply of following goods and services:

Tender No.	Description of Service	Last Date & Time of Bid Submission	Bid Opening Date & Time
SW-PP-1/25	**Replacement of 03 X Cabinet Type AC Units 04 Ton for installation at NTC MSU Garden Town, Data Center and NOC at 06-Race Course Road Lahore**	16-09-2026 1100 hrs	16-09-2026 1130 hrs

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

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

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

Divisional Engineer (Switching)
NTC, 6-Race Course Road Lahore
Phone: 042-99201111 **Fax:** 042-99201236
www.ntc.net.pk

2 GENERAL

2.1 Introduction

National Telecommunication Corporation was established in 1996 under Pakistan Telecommunication Re-Organization Act 1996. NTC has a definite mandate to provide basic telecommunication services to its designated customers, which include Federal and Provincial Governments, their departments, autonomous organizations and defense services throughout the country.

2.2 Scope of Work

2.2.1 **Replacement of 03 X Cabinet Type AC Units 04 Ton for installation at NTC MSU Garden Town, Data Center and NOC at 06-Race Course Road Lahore** as per **Annex-A**.

2.2.2 For the execution of the work the bidder shall undertake to supply all hardware including equipment, installation material etc., as detailed in **(Annex- A)**, which shall be necessary to make the equipment fully functional & operative. Any other item (i.e. hardware or software) or any other entity which may not have specifically been mentioned in the Bill of Quantity (Annex-A), but which is/are necessary to meet the Specifications, Bill of Quantity and site requirements shall be provided by the bidder without any extra cost to NTC. Following items (but not limited to) shall be required for the execution of the work.

i) Hardware
ii) Specifications.
ii) Power cabling
iii) Installation materials
iii) Contract Form
iv) Format for Bid security, Bank Guarantee, Performance bonds
v) Documentation

2.2.3 The offered/quoted equipment shall comply & be in accordance with all the technical provisions as enunciated in technical specifications **(Annex-B).**

2.3 System Installations

- The bidder shall supply, install and configure the supplied equipment.
- The bidder shall provide all cables, connectors, and installation materials required on turnkey basis.
- Minor modifications in the building like making holes in the wall; roof or floors required for the execution of the works, shall be done by the bidder.

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2.4 Maintenance Support

- The bidder shall recommend the type of routine / preventive & corrective maintenance tests and their duration, giving the test set ups and their procedures in the PAT (Provisional Acceptance Testing) document.
- The bidder will clearly indicate the point of presence in Pakistan for maintenance purpose.
- The bidder will maintain sufficient quantity of spares at the bidder's point of presence in Pakistan during warranty period. In case of failure of a component or whole system the equipment will be replaced within 24 hrs with a new one.

3 QUALIFICATION CRITERION OF BIDDERS

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

3.1 The bidder must have successfully completed at least **02 x tendered equipment(s) projects in Pakistan**. Incumbent bidder shall provide all the record of its previous installations along with contracts/purchase orders detail (i.e. date & time of completion, description of items) & contact details of concerned person for reference & verification. The relevant experience of the incumbent bidder will be evaluated on the basis of its supply record & will be considered for further evaluation. If any bidder is found in-experienced or its previous supply record is irrelevant than the said bidder will not be considered for further evaluation & will be knocked out from the competition. In case of Joint Venture (JV), the experience of the principal firm in the JV will be considered for eligibility criteria evaluation

3.2 Duly authorized by (OEM) & shall submit valid certificate of authorization / partnership.

3.3 The bidder must be registered with FBR and the status of firm for Income Tax must be “active” and for Sales Tax as “operative”.

3.4 The bidder must provide undertaking on at-least PKR 200/- Judicial Paper that:

a) The firm is not black listed from any government organization.

b) The firm does not have any linkage with India and/or Israel regarding ownership and sponsoring.

3.5 The bids from firms / companies having same beneficiaries / owners will be disqualified. However, the companies / firms with common beneficiaries /owners will be allowed to submit e-bids in the shape of Joint Venture (JV). The JV agreement / deed must be as per rules / laws of Pakistan and the attested copy of the same must be submitted along with the bid. NTC may ask the bidder to produce original JV agreement, if deemed necessary. Moreover, the principal firm / company in a JV must be either Original Equipment Manufacturer (OEM) ‘or’ authorized dealer of OEM. The JV must be valid for

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the other terms & conditions of the contract covering the project completion time, warrant period etc.

3.6 The bidder must have office in the region where the work has to be performed. The bidder must provide the complete address of its regional office(s) along with contract number(s).

Note: ***Prospective Bidder Must Provide Valid Documentary Proof against serial # (3.1-3.6) along with the bid. Non-Submission of any of above document will lead to Consideration of a firm as NON-RESPONSIVE & Sub-sequent NON-CONSIDERATION for the evaluation.***

4 COST OF TENDERING

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

5 CLARIFICATIONS OF TENDER DOCUMENTS

5.1 A prospective bidder requiring any clarification(s) regarding technical and commercial aspects of the tender document may notify to NTC on EPADS platform only, however, in case of further clarification/understanding are required, the bidder may contact DE Switching NTC Lahore (Tel: 042-99201111, Fax: 042-99201236)

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

6 AMENDMENT OF TENDER DOCUMENTS

6.1 At any time prior to the deadline for submission of bids, the NTC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by issuing addendum/ amendment on EPADS.

6.2 Any addendum/amendment thus issued shall be part of the tender documents. To afford bidders reasonable time in which to take an addendum into account in preparing their bids, the NTC may at its discretion extend the deadline for submission of bids.

7 SPECIFICATIONS

The bidder shall responsible to provide the equipment as per technical specification at Annex-B, in case of conflicting specifications appearing in the documents, decision of NTC will be final and strict version will hold good.

8 PREPARATION OF BID

8.1 Bid should be prepared in accordance with "**Single Stage-Single Envelope**" procedure.

a. The bid security envelope shall clearly mention the name of bidder & necessary information in bold & legible letters to avoid any confusion.

b. Bid documents and all correspondence will be in English language.

c. The bid should have a covering letter on letter pad of the firm. All pages of the bid shall be initialed/signed and official seal be affixed by the person(s) authorized to sign. In addition, all the pages of the submitted bid must be numbered. Complete bid shall be scanned and uploaded on EPADS.

8.2 Following documents shall be uploaded with the proposal:

a. Duly filled Bill of Quantity as per Annex-A.

b. Duly filled technical compliance statements as per Annex-B with proper reference in the bid.

c. Duly filled Commercial Compliance sheet with remarks & reference as per Annexure-C.

d. Technical brochures of quoted material along with all supporting technical documents (if any).

e. Tender security/ Earnest Money (Rs.60,000/-).

f. Valid Tender security.

g. Documentary evidence and Certificates as per Qualification Criteria.

h. Company Profile.

NOTE: ***Every participant bidder shall submit all above mentioned documents and samples. Non-submission of any of above documents or samples at the time of bid opening will lead to declaration of bidder as non-responsive & non-consideration for further evaluation.***

9 PRICE

9.1 Prices should be quoted in Pak Rupees on FOR/DDP basis as per section wise Annex-A mentioned in scope of work on Turnkey basis.

9.2 The price quoted should be firm, final, and clearly written/typed without any ambiguity. Any overwriting will lead to cancellation of bid at the time of opening.

9.3 The quoted price should include all the applicable government taxes, custom duties, in-land transportation, & any other applicable charges.

9.4 It is mandatory that the rates / prices shall be entered against each item in the Bill of Quantity (BOQ) at Annex-A. Any item against which no rate or price is entered and left blank by the bidder even mistakenly shall be deemed covered by the highest rates / prices for that item in the other quotation /tender for evaluation purpose and bidder shall be bound to provide that item free of cost.

9.5 The bidder shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.

9.6 If Price of any or all items quoted in a currency other than PKR shall be converted into PKR and for calculation purpose (Financial Evaluation) conversion rate (i.e. selling) prevailing on the date of tender opening shall be applied. The rates of State Bank of Pakistan / National Bank of Pakistan will be applicable.

9.7 Price of other currency or any material on the date of payment or during course of execution will not be affected /change the bid or contract value.

10 BID SECURITY

10.1 The bidder shall furnish tender security amounting to PKR. 60,000/- (Pak Rupees Sixty Thousand Only) in the form of Pay Order or Deposit at Call or a Bank guarantee as per Annex-D issued by a scheduled bank of Pakistan or from a foreign bank duly counter guaranteed by a scheduled bank in Pakistan in favor of Director NTC Lahore valid for a period of at least 120 days from tender opening date.

10.2 The Original Bid Security shall be delivered in person or sent by the registered mail which should reach the office of Director NTC Lahore 06-Race Course Road Lahore on or before 1100 hours on 16th September ,2026. Any online bid for which original bid security does not reach before deadline of the bid shall be rejected by the NTC as non-responsive

10.3 Scanned Copy of bid security shall be uploaded by the bidder on EPADS before deadline of bid submission. Any bid not accompanied by bid security shall be rejected by the NTC as non-responsive.

10.4 The tender securities / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of tender security whichever is earlier. The tender securities of bidders, who are not in competition, can be returned earlier at NTC discretion upon receiving a request.

10.5 The tender security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed contract agreement.

10.6 All correspondence regarding release/extension of bid security shall be made with Director NTC Lahore.

10.7 The tender security may be forfeited:

a. If a bidder withdraws their bid during the period of bid validity.

b. If the bidder does not accept the correction of their bid price.

c. In the case of successful bidder, if bidder fails to furnish the required performance security or sign the contract agreement.

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

11 VALIDITY OF BIDS

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

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12 DEADLINE FOR SUBMISSION OF BID

12.1 The bid shall be uploaded in PDF format on PPRA EPADS website i.e. www.eprocure.gov.pk on or before 11:00 hours on dated 16th September , 2026.

12.2 The bidders are required to follow procedure of EPADS and for any clarification/assistance regarding EPADS they may contact PPRA Helpline UAN: 051-111-137-237.

12.3 Bid received other than EPADS i.e. hard/Soft copy delivery in person or through e-mail or fax or registered mail will be not accepted by NTC.

13 OPENING OF BID

13.1 The NTC tender committee will download the bids at **1130 Hours on** 16th September, 2026 in the presence of bidders' representatives who choose to attend, at NTC 6-Race Course Road Lahore.

13.2 NTC reserves the right to reject any one or all bids prior acceptance of a bid / proposal.

13.3 NTC reserves the right to reject any one or all bids as per Public Procurement Rules, 2004 33(1).

14 RESPONSIVENESS OF BIDS

14.1 The tender security is submitted.

14.2 The bid is valid till required period.

14.3 The bid prices are firm during its validity and inclusive of all taxes, duties etc.

14.4 Completion period offered is within specified limits.

14.5 The bidder is qualified for tender and possesses the requisite experience.

14.6 The bid does not deviate from basic tender requirements.

14.7 The bid is generally in order etc.

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

15 EVALUATION CRITERION FOR MOST ADVANTAGEOUS BIDDER

15.1 Preliminary Evaluation:

In the first step proposals will be evaluated on preliminary grounds. For this purpose, the conditions mentioned in clause 3 will be considered for this evaluation. All firms will be evaluated as per these conditions without taking into account their technical & financial proposals. Any firm found non-compliant in any of these conditions will be dis-qualified in the initial stage & will not be considered for further evaluation proceedings. The bid securities of such firms will also be released by concerned NTC officer. Moreover, it will also be examined that no major deviation from the terms & conditions set forth in bidding documents is found in the proposals of prospective bidders. Only those firms found compliant & eligible will be further considered for technical evaluation of their solutions.

15.2 Technical evaluation:

All firms declared successful in preliminary evaluation will be further evaluated on the basis of their technical proposals. For this purpose, the products offered will be evaluated on the basis of parameters set forth in technical specifications enclosed as Annex-A & Annex-B. Bidders complying with all mandatory clauses will be considered technically qualified.

15.3 Financial Evaluation:

After ensuring technical compliance, prices will be taken into consideration. Financial evaluation will be done for BoQ mentioned at Annex-A. Any item against which no rate or price is entered and left blank by the bidder shall be deemed covered by the rates / prices for other items in the BOQ. However, for the purpose of financial comparison, price of highest bidder against that particular item will be taken as reference. The bidder may seek information regarding financial comparison but cannot challenge to alter or modify it. However, evaluated price may be shared with the successful bidder for the sake of clarity.

15.4 The contract shall be awarded to the bidder who is technically qualified and has submitted the lowest evaluated bid in accordance with the tender evaluation criteria.

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

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

16 CLARIFICATIONS / CORRECTIONS OF BID

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

16.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures

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the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected.

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

17 COMMERCIAL COMPLIANCE STATEMENT

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

18 VARIATION ORDER

NTC reserves the right to place variation order (increase or decrease in the quantities of BoQ at Annex-A. The bidder shall be bound to accept the variation order by NTC.

19 AWARD CRITERIA & NTC'S RIGHT

19.1 The contract will be awarded to Most Advantageous Bidder.

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

20 ENGINEERING SURVEY

20.1 All prospective bidders may carry out physical engineering survey of sites at their own expenses for clarity purposes and for proper preparation of bid. However, after award of contract, the contractor shall be bound to complete the work as per provision of the contract and site condition.

20.2 For survey, prospective bidders may coordinate with DE Switching NTC for coordination and assistance on sites.

(Switching NTC Address: NTC RHQs Building, 6- Race Course Road NTC Lahore Tel: 042-99201111, Fax: 042-99201236).

21 NOTIFICATION OF AWARD & SIGNING OF CONTRACT AGREEMENT

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

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

SECTION-II

TERMS & CONDITIONS OF CONTRACT

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

1 PERFORMANCE SECURITY

1.1 The successful bidders shall furnish to the NTC (In the name of Director NTC Lahore) a performance security equivalent to 10% of the total tendered value as per acceptance letter, in the form of Deposit at Call or Pay Order or a Bank Guarantee from any Scheduled Bank of Pakistan, valid for a period of **12 months** (as per Annex-E) beyond the date of completion as per contract. The cost if any shall be borne by the contractor.

1.2 The performance security / bank guarantee shall be further extended if the work is delayed or deemed necessary by Director NTC Lahore.

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

1.4 The Performance Security shall be released after expiry of the Maintenance / Warranty period, subject to issuance of Final Acceptance Certificate (FAC), by DE Switching NTC Lahore.

OR

Performance security/Bank guarantee shall be released upon issuance of PAC after completion of work and amount equivalent to 10% work completion will be retained from the final bill till expiry of warranty period of 12 × months and issuance of FAC.

1.5 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.

1.6 All the correspondence regarding release of performance guarantee shall be made with Director NTC Lahore.

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2 CONTRACTORS RESPONSIBILITIES

2.1 The contractor shall supply, install/configure, test and commission the equipment in accordance with the contract.

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

3 NTC's RESPONSIBILITIES

NTC shall coordinate and facilitate the contractor for smooth execution of works.

4 TRANSPORTATION/PACKING

All types of transportation for delivery of hardware at final destination will be the responsibility of the contractor. Contractor shall ensure proper / international packing of equipment to avoid deterioration of equipment etc.

5 TIME FOR COMPLETION

The Contractor shall complete the work within **27 x Days** from the date of signing of contract or issuance of PO/work order whichever is later.

6 WARRANTY

6.1 The contractor will warrant that the equipment supplied under the contract are new, un-used, and incorporates all recent improvements in design and materials and of good quality. The warranty shall remain valid for a period of 12 months starting from the date of issuance of PAC. NTC shall promptly notify the supplier in writing of any claims arising under this warranty and the supplier will repair / replace the defective items within reasonable time without any cost effect.

6.2 Upon receipt faulty notice, the Contractor shall, with all reasonable speed, repair or replace, at the NTC's Consignee's store as the case may be at that time, the defective goods or part thereof, without costs to NTC.

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

7 LIQUIDATED DAMAGES

7.1 Unless the failure to complete the work is caused by force majeure or delay is not on part of NTC, the contractor shall pay to NTC as liquidated damages a sum up equivalent to @ 0.3% per day of the delay to maximum of 10% of total contract value and the same will be recovered from the Contractor at the time of payment. In case of force majeure the LD charges may be waived off by NTC on receipt of request from contractor with documentary evidences. If the delay is on the part of NTC, and agreed by NTC, then for that time no liquidated damages will be paid to NTC. NTC shall the have discretion to impose/waive off LD Charges based on the performance of contractor. The payment or deduction for such damages neither shall relieve the contractor from his

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obligation, to complete the work nor from any other obligation & liabilities under the contract.

8 PROVISIONAL ACCEPTANCE CERTIFICATE

8.1 Upon satisfying itself that installation and testing of the equipment undertaken by the contractor is complete in all respects, the contractor will inform in-writing to Director NTC Lahore.

8.2 Director NTC Lahore will detail a PAT team for Provisional Acceptance Test and final inspection. The team shall confirm the quantities and functioning of equipment and will mention discrepancies, if any. The Contractor will arrange to conduct the tests as per PAT Documents. DE Switching NTC Lahore will issue the PAC, upon completion work(s) the contract, subsequent to successful conduct of PAT /Final inspection including verification of contract BoQ as per site requirement.

8.3 On "Successful Conduct of PAT" and Final Inspection, the "Provisional Acceptance Certificate" will be issued within 15 × days.

8.4 If the equipment/plant is commercially launched before the PAT/inspection, the date on which the equipment is commercially launched will be considered the date of PAC.

8.5 In case Provisional Acceptance Certificate is not issued within Fifteen (15) days, DE Switching NTC Lahore shall inform in-writing of the specific reason(s) for the delay within 05 days after receipt of request from the Contractors.

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

8.7 The Provisional Acceptance Certificate (PAC) will be valid for warranty period as offered by the successful bidder.

9 TERMS OF PAYMENT

9.1 100% payment shall be made to the contractor after issuance of PAC by DE Switching NTC Lahore.

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

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

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

9.5 All the payments shall be made through cross cheque in the Pak Rupees.

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

10 FINAL ACCEPTANCE CERTIFICATE

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

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

11 DEFAULT BY CONTRACTOR

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

11.2 If the contractor has not taken all practicable steps to remedy the default within 14 days after receipt of NTC notice, the NTC may by a second notice cancel the contract and confiscate the performance security.

12 ARBITRATION AND APPLICABLE LAW

12.1 The Contract will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.

12.2 NTC and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

12.3 Any dispute, disagreement or question arising out of or relating to or in consequence of this contract or relating to its execution or performance which cannot be settled amicably, shall be referred to arbitration to Managing Director NTC. Only Managing Director NTC will have sole authority in arbitration to decide. All the decisions will be made in view of Arbitration Act 1940.

12.4 Within 30 days of the said notice, one arbitrator shall be nominated in writing by NTC and one arbitrator shall be nominated in writing by the Contractor.

12.5 The arbitration shall initiate arbitration proceedings at Islamabad. In case the arbitration does not reach on conclusion, then case would be referred to the court of Law.

12.6 Each party shall bear the cost of its own arbitrator and the cost of the third arbitrator shall be borne equally by both parties.

12.7 This Agreement shall be governed under Pakistani law and the Courts at Islamabad shall have exclusive jurisdiction over any matter that may need to be referred to a Court under this Agreement.

13 FORCE MAJEURE

13.1 The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

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

13.3 The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Pakistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other cause similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome.

13.4 The term of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding 12 (twelve) months from performing or accepting performance, the party concerned shall have the right to terminate this contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement

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

14 TERMINATION FOR INSOLVENCY

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

15 TERMINATION FOR CONVENIENCE

The NTC may send a written notice to the contractor and terminate the contract in whole or in part any time for its convenience. The notice of termination shall specify that the termination is for the NTC's convenience,

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the extent to which performance or work under the contract is terminated and the date upon which such termination becomes effective.

16 PROJECT DIRECTOR

The ultimate consignee of the store will be Divisional Engineer (Switching) NTC.
Address: 06-Race course road Lahore (042-99201111)

17 DEBARMENT / BLACKLISTING OF FIRM

17.1 As per clause-19 of the PPRA rules 2004, NTC reserves the right of debarment 'or' blacklisting of a firm, association, corporation, joint venture, company, partnership or any other legal entity subject to any of the following acts: -

a. Consistent failure to provide satisfactory performance.
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.

17.2 Managing Director NTC will constitute a committee comprising of three NTC officers and they will investigate the matter in connection with allegation of corrupt, fraudulent, coercive or collusive practices or illegally harassment or threat. Moreover, the committee shall also accord adequate opportunity of being heard to the contractor who is to be debarred / blacklisted. The said committee will forward its clear recommendations for the approval of Managing Director NTC.

17.3 The debarment shall be for a reasonable specified period of time, commensurate with the seriousness of the cause. However, the debarment period shall not exceed from three years. Moreover, NTC also reserves the right of permanent blacklisting of a contractor subject to severity of the corrupt or fraudulent practices.

18 REPEAT ORDER

NTC may place repeat order in accordance with PPRA Rules 2004.

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19 INTEGRITY

19.1 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.

19.2 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.

19.3 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 Claus.

20 DECLARATION OF BENEFICIAL OWNERS' INFORMATION

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

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ANNEX-A: BOQ REGARDING REPLACEMENT OF 03 X CABINET TYPE AC UNITS 04 TON FOR INSTALLATION AT NTC MSU GARDEN TOWN, DATA CENTER AND NOC AT 06-RACE COURSE ROAD LAHORE

S.No	Description	A/U	Qty	Unit Rate without tax (Rs.)	Unit Rate (in words) without tax (Rupees)	Total Price Without tax (Rs.)	Total Price (in words) (Rupees)
Store							
1	04-Ton Split Air Conditioner cabinet / stand type/floor mounted (L.G / Mitsubishi / ACSON / Gree) or equivalent along with allied accessories	No.	03				
2	Providing and fixing of DP box 12″x 18″ containing on 2 x 32 amp three pole circuit breakers along with installed digital volt meter and selector Switches lock key	No.	01				
3	Four Core Power Cable 6mm Cu/PVC 300/500 volt	M	70				
4	Copper Pipe 3/4, 3/8 along with insolation and all allied accessories	Ft	130				
5	Iron Stand for Outdoor Units	No.	03				
Services							
1	Complete Installation (including dismantling of old AC Units)	Job	03				
GST on Items (Rs.)							
GST on Items (in words) Rupees							
PST on Services (Rs.)							
PST on Services (in words) Rupees							
Grand Total (Rs.)							
GRAND TOTAL (in words) Rupees *(Quoted Prices are in PKR & inclusive of all applicable government taxes and duties)*							

ANNEX-B: TECHNICAL EVALUATION

REGARDING REPLACEMENT OF 03 X CABINET TYPE AC UNITS 04 TON FOR INSTALLATION AT NTC MSU GARDEN TOWN, DATA CENTER AND NOC AT 06-RACE COURSE ROAD LAHORE

S.No	Title	Description	Marks	Bidder's Statement				
				FC	PC	NC	Bidder's Quoted Feature	Reference in Datasheets/ Manual
1	**Design Features**							
1.1		Participating firm keeping minimum 03 years relevant experience	M					
1.2		Office address in Lahore or other city	M					
1.3		PEC category C-5 category PEC registeration	M					
1.4	Make and Manufacture Type	L.G / Mitsubishi / ACSON / Gree or equivalent	M					
1.5		T3 rated compressor	M					
1.6	Warranty	3-year compressor warranty and a 1-year maintenance/parts warranty (offered by Brand)	M					
1.7	Refringent Type	R-410A or R-32 Gas	M					
1.8	Cooling Capacity: 4.0 Ton	48000 BTU or above	M					
1.9	Pipe (100% Copper)	Standard refringent pipe, extra refrigerator pipe with PVC Duct, Drain Pipe with PVC duct	M					
1.10	Iron stands for outdoor units	Heavy duty brackets made of steel for outdoor	M					
Note	**Bidder's Statement column must be properly filled to clearly state the available feature/compliance as fully complied (FC), partially complied (PC) or not complied (NC) or better feature is available, Tick the relevant box. The bidder must Fully comply to all Mandatory clauses (Denoted as "M" in Marks column) failing to do so will Technically disqualify the bidder, Moreover, the bidder should score 75 % or more of the total marks given in "Marks" column. The compliance of above specification must be supported by data sheet of product to certify the Compliance.**							

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

ANNEX-C: COMMERICAL COMPLIANCE STATEMENT

Clause. #	Description	Complied	Not Complied	Partially complied
1	Introduction			
2	Invitation To e-Bids			
3	Scope Of Work			
4	Qualification Criterion Of Bidders			
5	Cost Of Tendering			
6	Clarifications Of Tender Documents			
7	Amendment Of Tender Documents			
8	Specifications			
9	Preparation Of Bid			
10	Price			
11	Bid Security			
12	Validity Of Bids			
13	Deadline For Submission Of Bid			
14	Opening Of Bid			
15	Responsiveness Of Bids			
16	Evaluation Criterion			
17	Clarifications / Corrections Of Bid			
18	Commercial Compliance Statement			
19	Variation Order			
20	Award Criteria & NTC's Right			
21	Notification Of Award & Signing Of Contract Agreement			
	Contract Conditions			
1	Performance Security			
2	Contractors Responsibilities			
3	NTC's Responsibilities			
4	Transportation/Packing			
5	Time For Completion			
6	Warranty			
7	Liquidated Damages			
8	Provisional Acceptance Certificate			
9	Terms Of Payment			
10	Final Acceptance Certificate			
11	Default By Contractor			
12	Arbitration And Applicable Law			
13	Force Majeure			
14	Termination For Insolvency			

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Clause. #	Description	Complied	Not Complied	Partially complied
15	Termination For Convenience			
16	Project Director			
17	Debarment / Blacklisting Of Firm			
18	Repeat Order			
19	Integrity			
20	Declaration Of Beneficial Owners' Information			

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

ANNEX-D: BID SECURITY FORMAT

Bank Guarantee No.-----------
Dated at Islamabad, the ----------
Amount___________
Validity _________________

To,

THE DIRECTOR NTC LAHORE
NATIONAL TELECOMMUNICATION CORPORATION
06-RACE COURSE ROAD
LAHORE.

Dear Sir,

WHEREAS M/S _____________ (hereinafter called the Tenderer) have requested us through ___________ Bank Ltd., to furnish Bid Security by way of Bank Guarantee in your favour in the sum of _________________ (IN FIGURE) ___________ (IN WORDS) against your Tender Notice No. ____________ dated ____________for supply / installation of_______________________________.

WE HEREBY AGREE AND UNDERTAKE:

i. To make unconditional payment _________ to you on demand without further question or reference to the Tenderer in case of withdrawal or modification of bid or any default or non-execution of the Contract or refusal to accept order by the Tenderer from the date of opening of bids until the expiry of the validity of their offer,

iii. To keep this guarantee in full force from (date) _________ upto _____________ (date) _______ the date until which the Tenderer's offer is valid.

iii. To extend the period of guarantee if such extension be necessary beyond the date stated in para (ii) and as so desired by the tenderer.

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

Yours faithfully,

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

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ANNEX-E: PERFORMANCE BOND FORMAT

Bank Guarantee No.-----------
Date of Issue -------------
Valid upto ----------------
Value (Rs.) ----------------

FROM: ____________________
TO,

THE DIRECTOR NTC LAHORE
NATIONAL TELECOMMUNICATION CORPORATION
06-RACE COURSE ROAD
LAHORE.

SUBJECT: B/G AND DATE FOR ______________ ON BEHALF OF _________FOR DUE AND FAITHFUL PERFORMANCE ORDER NO. _______________ DATED______________.

Whereas M/s_____________________(hereinafter called the Supplier) have requested us to furnish a Bank Guarantee in your favour in the sum____________(IN WORDS) ________________________as performance security against order No..____________dated___________to be concluded between the Supplier and National Telecommunication Corporation RHQ 06-Race Course Road Lahore.

WE HEREBY AGREE:

1). To make an un-conditional payment of _________ to you on demand without any further question or reference to the Supplier upon failure of the Supplier to perform the Order for which you will be the sole judge.

2). To keep this guarantee valid in full force from this date upto the time of the due and faithful completion of the Order under reference (the schedule of implementation shall be as described in the Purchase order and its subsequent amendments) or till__________ whichever date is later. The faithful completion of the order by the Supplier will be intimated by the NTC.

3). To extend the period of the enforceability of this guarantee if such extension be necessary or desired by you of us. All claims thereunder must be submitted to the Bank of________ on or before the expiry date mentioned in this guarantee are the date mentioned in its extensions issued from time to time, after which this guarantee will become null and void and should be returned to us. Irrespective of its return, we shall consider ourselves fully discharged from any obligation there under after the said expiry date.

Dated This Day of

Authorized Signature:
____
& Seal of bank
____
____

Witness: _____________________
____

Sworn & Sign before me
this day of…. …....
by._____________________

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ANNEX-F: DECLARATION OF BENEFICIAL OWNER IFNORMATION

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts

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

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

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

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

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

Name & signature

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

Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS