



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

REGIONAL HEADQUARTERS (SOUTH) MALIR HALT KARACHI

e-Bidding documents

FOR

**SUPPLY OF 03 X RACK SERVER (REFURBISHED) AT C-5 MARSTON
ROAD EXCHANGE SWITCHING DIVISION NTC KARACHI**

Through EPADS (www.eprocure.gov.pk)

**e-Tender Notice # DIR(KHI)/ADV-79/2025-26
Tender No. 510-D(a)/2025-26/**



Table of Contents

SECTION-I	4
1 INVITATION TO e-BIDS	4
2 INTRODUCTION	5
3 SCOPE OF WORK	5
4 QUALIFICATION CRITERION OF BIDDERS	5
5 COST OF TENDERING	7
6 CLARIFICATIONS OF TENDER DOCUMENTS	7
7 AMENDMENT OF TENDER DOCUMENTS	7
8 PREPARATION OF BID	7
9 PRICE	8
10 BID SECURITY	8
11 VALIDITY OF BIDS	9
12 DEADLINE FOR SUBMISSION OF BID	9
13 OPENING OF BID	9
14 RESPONSIVENESS OF BIDDERS	9
15 EVALUATION CRITERION FOR MOST ADVANTAGEOUS BIDDER	9
16 CLARIFICATIONS / CORRECTIONS OF BID	10
17 COMMERCIAL COMPLIANCE STATEMENT	10
18 VARIATION ORDER	11
19 AWARD CRITERIA & NTC'S RIGHT	11
20 NOTIFICATION OF AWARD & SIGNING OF CONTRACT AGREEMENT	11
SECTION-II	12
1 PERFORMANCE SECURITY	12
2 CONTRACTORS RESPONSIBILITIES	12
3 TRANSPORTATION / PACKING	12
4 TIME FOR COMPLETION	13
5 WARRANTY / SERVICES	13
6 LIQUIDATED DAMAGES	13
7 PROVISIONAL ACCEPTANCE TESTING	13
8 PAYMENT	14
9 FINAL ACCEPTANCE CERTIFICATE	14
10 DEFAULT BY CONTRACTOR	15
11 ARBITRATION AND APPLICABLE LAW	15
12 FORCE MAJEURE	15
13 TERMINATION FOR INSOLVENCY	16
14 TERMINATION FOR CONVENIENCE	16
15 ULTIMATE CONSIGNEE	16
16 DEBARMENT / BLACKLISTING OF FIRM	16
17 REPEAT ORDER	17
18 INTEGRITY	17
19 DECLARATION OF BENEFICIAL OWNERS' INFORMATION	18
20 PROVISION OF STORE	18
21 RIGHT OF WAY	18
22 TEMPORARY BAR/ BLACK-LISTING OF FIRM	18
23 COMPLIANCE STATEMENT	19
24 CERTIFICATE	19
ANNEX-A: BILL OF QUANTITY (BOQ)	20

ANNEX-B: COMMERCIAL COMPLIANCE STATEMENT	21
ANNEX-C: PERFORMANCE SECURITY FORMAT	22
ANNEX-D: DECLARATION OF BENEFICIAL OWNER INFORMATION	23

SECTION-I

INSTRUCTIONS TO THE BIDDERS

1 INVITATION TO e-BIDS

Tender Notice No. DIR(KHI)/ADV-79/2025-26

National Telecommunication Corporation (NTC), invites electronic bids from the contractor's / service providers, registered with Income Tax and GST with valid PEC registration and having relevant experience for following work:

Tender No.	Description of Service	Last Date & Time of Bid Submission	Bid Opening Date & Time
79	Supply of 03 x Rack Server (Refurbished) at C-5, Marston Road Exchange NTC Karachi	16-02-2026 @ 1100 Hrs.	16-02-2026 @ 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.

Director NTC Karachi

NTC Regional Headquarters, Wireless Gate,
Malir Halt Karachi

Phone: 021-99248833 **Fax:** 021-99248855

www.ntc.net.pk

2 INTRODUCTION

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

3 SCOPE OF WORK

3.1. NTC intends to undertake "Supply of 03 x Rack Server (Refurbished) at C-5, Marston Road Exchange NTC Karachi" as per BoQ Annexure "A" as under:

- 3.1.1. The incumbent bidder is bound to offer the prices of material and services (Annexure-A) as per technical specifications.
- 3.1.2. For the execution of the project the bidder shall undertake to deliver all store and services including installation material etc, as detailed BOQ Annexure "A", which shall be necessary for a complete functioning project. Any fitting, accessory part, hardware and/or software, missing in the BoQ; required to operationalize the project, however its reference price is quoted by bidder for complete functioning, shall be separately charged, otherwise it will be provided free of cost.

Following items shall be required for the execution of the work, but not limited to:

- (a) Instruction to bidders.
- (b) General/Special condition of Contract.
- (c) Specifications.
- (d) Drawing/plan
- (e) Contract Form
- (f) Format for Bid security, Bank Guarantee, Performance bonds
- (g) Price schedule for Store items
- (h) Price schedule for Services

4 QUALIFICATION CRITERION OF BIDDERS

This invitation for bids is open to all reputed firms in Pakistan meeting following conditions:

S#	Description	Weightage	Breakup of weightage	Documents to be provided
i.	Registration with PEC	Mandatory	-	The valid registration certificate to be attached with bids
ii.	Registration with Tax authorities	Mandatory	-	The valid registration to be attached with bids

iii.	Having at-least 03 x years' experience of supply of Data related equipment to any Telecom Operator or CMOs or Government/ Armed Forces	Mandatory	-	The satisfactory completion Certificates from the Clients with contact info be attached with the bids
iv.	Never been black listed	Mandatory	-	Declaration on stamp papers duly attested be attached with bid
v.	The firm must have PKR. 0.5 M turnover per annum and record/ Tax Return of last three years be provided	Mandatory	-	The relevant documents be attached.
vi.	Any of its unit quoted by bidders must not be manufactured in Israel or India. Furthermore, the Bidder/Principle supplier must not have any linkage with Israel or India regarding ownership, sponsoring and financing. (Bidders shall submit a certificate with this respect	Mandatory	-	Declaration on stamp papers duly attested be attached with bid
vii.	Having established office in Pakistan	Mandatory	-	The list of offices with addresses and contact info be attached with the bids.
viii.	The firm must be operated by Pakistani National(s)	Mandatory	-	Duly notarized affidavit on stamp paper must be provided the bidder enunciating the details of Names, CNICs of the legal owner(s) and concerned officers/officials. Documentary evidence regarding proof of ownership must be provided along with bid. The condition is not mandatory for Public Sector Organizations, however, they should provide a letter from concerned ministry enunciating that the organization is owned by Government of Pakistan.

- Non-compliance to the mandatory clauses will lead to disqualification.

Note: *Fulfillment of all conditions of "Eligible criteria" is mandatory for a successful bidder to be qualified for Evaluation along with other mandatory conditions set in tender documents.*

5 COST OF TENDERING

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

6 CLARIFICATIONS OF TENDER DOCUMENTS

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

Divisional Engineer (Switch) Karachi	Director NTC Karachi
Tel: 021-99230088	Tel: 021-99248833
Email: kamran.ashraf@ntc.org.pk	Email: zeeshan.haider@ntc.org.pk

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

7 AMENDMENT OF TENDER DOCUMENTS

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

8 PREPARATION OF BID

- 8.1 Bids should be prepared considering **“Single Stage – Single Envelope”** procedure.
- Bid documents and all correspondence will be in English language.
 - The bid should have a covering letter on letter pad of the firm. All pages of the bid shall be initialed/signed and official seal be affixed by the person(s) authorized to sign. In addition, all the pages of the submitted bid must be numbered. Complete bid shall be scanned and uploaded on EPADS.
- 8.2 Following documents shall be furnished / submitted with the bid:
- Duly filled Bill of Quantity (BoQ) as per [Annex-A](#).
 - Duly filled and signed the commercial compliance statement as per [Annex-B](#).
 - Valid Tender security.
 - Documentary evidence and undertakings as per qualification criteria.
 - Company Profile

NOTE: *Every participant bidder shall submit all above mentioned documents. Non-submission of any of above documents 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 DDP basis as per [Annex-A](#).
- 9.2 The price quoted should be firm, final, and clearly written/typed without any ambiguity. Any overwriting will lead to cancellation of bid at the time of opening.
- 9.3 The quoted price should include all the applicable government taxes, custom duties, in-land transportation, & any other applicable charges.
- 9.4 It is mandatory that the rates / prices shall be entered against each item in the Bill of Quantity (BOQ) at [Annex-A](#).
- 9.5 The bidder shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.
- 9.6 Price of any or all items quoted in a currency other than PKR shall be converted into PKR and for calculation purpose conversion rate (i.e. selling) prevailing on the date of tender opening (financial part) shall be applied.

10 BID SECURITY

- 10.1 The bidder shall furnish tender security equivalent to 2% of bid value in the form of Pay Order or Deposit at Call issued by a scheduled bank of Pakistan in favor of Director NTC Karachi valid for a period 28 x days beyond the bid validity 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 Karachi RHQs, Wireless Gate, near Malir Halt. Karachi on or before **1100 Hours on February 16, 2026**. Any online bid for which original bid security does not reach before deadline of the bid shall be rejected by the NTC as non-responsive.
- 10.3 Scanned Copy of bid security shall be uploaded by the bidder on EPADS before deadline of bid submission. Any bid not accompanied by bid security shall be rejected by the NTC as non-responsive.
- 10.4 The bid securities / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of tender security whichever is earlier. The bid securities of bidders, who are not in competition, can be returned earlier at NTC discretion upon receiving a request.
- 10.5 The tender security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed contract agreement.
- 10.6 All correspondence regarding release/extension of bid security shall be made with Director NTC Karachi.
- 10.7 The bid security may be forfeited:
 - a. If a bidder withdraws his bid during the period of bid validity.

- b. If the bidder does not accept the correction of their bid price.
- c. In the case of successful bidder, if bidder fails to furnish the required performance security or sign the contract agreement.
- d. If bidder does not respond timely to the clarifications called by NTC.

11 VALIDITY OF BIDS

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

12 DEADLINE FOR SUBMISSION OF BID

- 12.1 The bid shall be uploaded in PDF format on PPRA EPADS website i.e. www.eprocure.gov.pk on or before **1100 Hours on February 16, 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 February 16, 2026** in the presence of bidders' representatives who choose to attend, at NTC RHQs, Wireless Gate, near Malir Halt, Karachi.
- 13.2 NTC reserves the right to reject any one or all bids prior acceptance of a bid / proposal.
- 13.3 NTC reserves the right to reject any one or all bids as per Public Procurement Rules, 2004 33(1).

14 RESPONSIVENESS OF BIDDERS

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

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

15 EVALUATION CRITERION FOR MOST ADVANTAGEOUS BIDDER

- 15.1 The tender evaluation committee will evaluate and compare only the bids previously determined to be substantially responsive.
- 15.2 Evaluation will be carried out on **qualification, quality and cost basis**.

- 15.3 The **Most advantageous bidder** shall be the one fully compliant to **qualification criteria**, compliant to **quality evaluation criteria** and **highest ranked** in cost evaluation criteria as defined below:

15.4 **Qualification Evaluation Criteria:**

In first step, the received bids shall be evaluated on qualification criteria mentioned and full compliance to the terms and conditions set out in RFT shall be evaluated as per [Annex-B](#). The bidders fully compliant to qualification criteria shall be declared as qualified. **Any firm found non-compliant in any of these conditions will be declared disqualified and will not be considered for further evaluation proceedings.**

15.5 **Quality Evaluation Criteria:**

It will be examined in detail whether the quoted item by the bidder complies the Technical Specification. For this purpose, the bidder's data submitted with the bid will be compared with terms and conditions set forth in the tender documents; supported documents & clarification will be sought in case compliance is not evident from the literature / documents.

15.6 **Cost evaluation criteria:**

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

- 15.7 Any effort by a bidder to influence NTC in the tender evaluation, bid comparison or order award decision may result in the rejection of his bid.
- 15.8 Any minor informality or non-conformity or irregularity in the bid which does not constitute a material deviation may be waived by NTC, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

16 CLARIFICATIONS / CORRECTIONS OF BID

- 16.1 To assist in the examination, evaluation and comparison of the bids the committee at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing (i.e. letter or email etc.) and no change in the price or substance of the bid shall be sought, offered or permitted.
- 16.2 Arithmetical errors will be rectified on the following basis:
"If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected."
- 16.3 If the bidder does not accept the corrected amount of bid, their bid will be rejected and their bid security forfeited.

17 COMMERCIAL COMPLIANCE STATEMENT

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

18 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 on as-a-whole basis.
- 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 NOTIFICATION OF AWARD & SIGNING OF CONTRACT AGREEMENT

- 20.1 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.
- 20.2 The contract shall be signed with the successful bidder upon furnishing of acceptable performance security.

SECTION-II

TERMS & CONDITIONS OF CONTRACT

1 PERFORMANCE SECURITY

- 1.1 The successful bidder shall furnish to the NTC a performance security equivalent to 10% of the contract value in the shape of Pay order or CDR or bank guarantee valid for a period of 15 months as per [Annex-C](#) after signing of contract.
- 1.2 The bank guarantee of performance security shall be further extended if the delivery is delayed. Furthermore, the contractor shall extend the bank guarantee (if required) to cover the warranty period.
- 1.3 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.
- 1.4 All the correspondence regarding release of performance guarantee shall be made with Director NTC Karachi.
- 1.5 The Performance Security shall be released after expiry of the Maintenance / Warranty period, subject to issuance of Final Acceptance Certificate (FAC), by Director NTC Karachi.

2 CONTRACTORS RESPONSIBILITIES

- 2.1 The contractor shall complete the work in accordance with the contract BoQ, Specs, Plan and responsibility matrix within the agreed completion time.
- 2.2 The contractor shall not subcontract the whole of the works. The contractor shall not subcontract any part of the works without the consent of the NTC.
- 2.3 The contract shall, in accordance with the contract, with due care and diligence, complete the works and test and commission the network/works and carry out the works within the stipulated "Time for Completion". The contractor shall provide all necessary Contractor equipment, superintendence, labors and materials necessary for accomplishment and testing of the work as per contract.
- 2.4 Regarding liaison with other Government Deptts./ Entities etc and acquiring NOC/Permission (involving smooth accomplishment of project), The contractor will provide the information /detail(s) of his labour within 03 x days on such requirement at his own cost. Any delay in provision of labour information will be considered on part of the contractor.

3 TRANSPORTATION/PACKING

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

4 TIME FOR COMPLETION

- 4.1 The Contractor shall complete the whole work within **one x month** from the date of go-ahead by the Project Director /Ultimate Consignee.

5 WARRANTY/ SERVICES

- 5.1 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.
- 5.2 The contractor, for technical assistance at the highest level shall provide high-level support/technical assistance at sites on 24 x 7 basis, during the warranty period, free of cost.

6 LIQUIDATED DAMAGES

Unless the delay in completion of work is caused by force majeure and the delay is on part of the Contractor, contractor shall pay to NTC as liquidated damages a sum equivalent to 0.5% of the actual work /completion cost for each week of delay and subject to a maximum of 10% value of the delayed portion of the contract, as such the completed component is usable in all respect otherwise 10% of the total contract value shall be levied, and same will be recovered from the contractor at the time of PAC. In case of force majeure, the delivery period may be extended on receipt of request/intimation from contractor with evidence during the execution period. For the purpose of calculation of Liquidated Damages charges, 7 days of week would be considered, and goods delayed for more than 3 days will be considered as one week otherwise less than or equal or upto 3 days will not be penalized. The parties agree that the accumulated total liquidated damages for delay shall carry a maximum limit of upto 10% of the contract value.

7 PROVISIONAL ACCEPTANCE TESTING

- 7.1 Director NTC Karachi 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. Director NTC Karachi will issue the PAC on the basis of successful conduct of PAT /Final inspection including verification of contract BoQ as per site requirement.
- 7.2 On “Successful Conduct of PAT”, the “Provisional Acceptance Certificate” will be issued within 15 x days.
- 7.3 If the equipment is commercially launched before the PAT/PAC, the date on which the equipment is commercially launched will be considered the date of PAC.
- 7.4 In case Provisional Acceptance Certificate is not issued within Fifteen (15) days, Director NTC Karachi shall inform in-writing of the specific reason(s) for the delay within 05 days after receipt of request from the Contractors.
- 7.5 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.

- 7.6 The Provisional Acceptance Certificate (PAC) will be valid for warranty period of 01 year.

8 PAYMENT

Payment of contract price shall be made in the following manners.

- 8.1 The execution of work by contractor shall not be conditional to payment of running bills by NTC.
- 8.2 In case NTC deemed necessary then NTC may make running payments to the contractor based on the actual work progress as follows:
- a. In case NTC has to provide the major portion of stores, running payments upto 60% will be made, based on the progress of actual work / store consumption.
 - b. In case NTC has not to provide stores, running payments upto 70% will be made, based on the actual work progress.
- 8.3 The running payment, as per clause 8.2 above, shall be made after necessary testing/inspection, as deemed necessary by Director NTC Karachi.
- 8.4 The balance payment shall be made to the contractor after issuance of PAC by Director NTC Karachi.
- 8.5 The performance security (10% of work completion) will be released after successful completion of warranty/defect liability period and issuance of Final Acceptance Certificate (FAC) by Director NTC Karachi.
- 8.6 Taxes will be deducted as per government rules at the time of payment.
- 8.7 Payments shall only be released if the contractor is found to be "Active Tax Payer" in Federal Board of Revenue (FBR) Pakistan database at the time of payment. Contractor will provide the e-return of each invoice after payment.
- 8.8 The invoice must be clearly marked as running or final bill and shall be forwarded on the original bill book / letter head pad of the contractor and signed by the contractor or his authorized representative along with original GST invoice clearly mentioning the GST number of both the contractor and NTC (STRN: 07-01-9802-013-64 NTN: 1218153-6) on the contractor's original letter head pad.

9 FINAL ACCEPTANCE CERTIFICATE

- 9.1 The contractor may notify the Director NTC Karachi at-least 15 days before the expiry of warranty period for the issuance of final acceptance certificate. Upon such notification from contractor, the NTC concerned Director will issue Final Acceptance Certificate in favour of contractor subject to satisfactory completion of warranty period as per requirement of contract. Alternatively, the Director NTC Karachi will notify the contractor for the discrepancies that still remain unresolved and contractor will rectify the discrepancies.
- 9.2 On issuance of Final Acceptance Certificate, contractor shall request for release of bank guarantee submitted as performance security.

10 DEFAULT BY CONTRACTOR

- 10.1 If the contractor fails to supply the equipment, refuses or fails to comply with a valid instruction of the NTC, the NTC may give notice and stating the default.
- 10.2 If the contractor has not taken all practicable steps to remedy the default within 14 working days after receipt of NTC notice, the NTC may by a second notice cancel the contract and performance security will be confiscated.

11 ARBITRATION AND APPLICABLE LAW

- 11.1 The Contract will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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 FORCE MAJEURE

- 12.1 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.
- 12.2 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 far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure.
- 12.3 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.

- 12.4 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.
- 12.5 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.

13 TERMINATION FOR INSOLVENCY

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

14 TERMINATION FOR CONVENIENCE

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

15 ULTIMATE CONSIGNEE

Director NTC Karachi being Project Director (PD) would execute the work(s) as per contract.

16 DEBARMENT / BLACKLISTING OF FIRM

- 16.1 As per clause-19 of the PPRA rules 2004, NTC reserves the right of debarment 'or' blacklisting of a firm, association, corporation, joint venture, company, partnership or any other legal entity subject to any of the following acts: -
- Consistent failure to provide satisfactory performance.
 - Contractor becomes insolvent.
 - Existence of judicial decision against a contractor in respect of a corrupt or collusive practice.

- 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 his 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.
- 16.2 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.
- 16.3 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.

17 REPEAT ORDER

NTC may place Repeat Order on the contractor as per PPRA Rules 2004.

18 INTEGRITY

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

- 18.3 The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this clause.

19 DECLARATION OF BENEFICIAL OWNERS' INFORMATION

- 19.1 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-D](#).

20 PROVISION OF STORE

The stores will be provided by the Contractor as per BoQ.

21 RIGHT OF WAY

Contractor will be sole responsible for all types of permission and right of way.

22 TEMPORARY BAR/BLACK-LISTING OF FIRM

- 22.1 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 his 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.
- 22.2 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 Chairman / Managing Director NTC.

- 22.3 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.

23 COMPLIANCE STATEMENT

Bidders will sign the attached compliance statement / certificate that he will abide by all commercial as well as technical instructions of the Terms and Conditions with the bid documents.

24 CERTIFICATE

I do hereby certify on behalf of my firm that:

- a. I have understood and hereby accept all the terms and conditions as mentioned in the tender documents and I will abide by the instructions issued by NTC.
- b. I am not involved in any litigation/court of law with NTC or any other Government organizations.
- c. The equipment/Items to be supplied under the contract shall be new and as standard / specifications.

Contractor,

Name:_____

Signature:_____

Date:_____

ANNEX-A: BILL OF QUANTITY (BOQ)

A:Store						
S#	Name of item	Unit	Qty	Unit Price without GST (Rs.)	Unit Price with 18% GST (Rs.)	Total Price with 18% GST (Rs.)
1	Server Type: DC POWERED 1+1 power Supply -ve 48V, Industrial - Grade. Form Factor: Rack Mount 19", 2U CPU: 10th Generation, Modern multi-core server-class processors (dual Intel Xeon E5 / E-series or equivalent) OS: Windows 2008 server Enterprise Edition Memory: ECC DDR4 minimum 32 GB, upgradable to 128 GB or more Storage: Hot-swappable drive bays (SSD) 500GB (8) Enterprise SSD Storage controller: RAID support (RAID 5 + enterprise-class RAID controller (2) Mirror. Network: On-board NICs (4 × 1GbE or better), plus expansion slots for additional NICs (10 GbE / 25 GbE / 40 GbE) or fibre / SFP+, per requirement (8) Expansion slots: PCIe slots (as per motherboard), for storage controllers, NICs, FPGA/accelerator cards, etc.	No.	03			
Total Rs.						
In words						

ANNEX-B: COMMERCIAL COMPLIANCE STATEMENT

Clause #	Description	Complied	Not Complied	Partially complied (give details)	Page # of bid, where compliance available
i.	Registration with PEC				
ii.	Registration with Tax authorities				
iii.	Having at-least 03 x years' experience of supply of Data related equipment to any Telecom Operator or CMOs or Government/ Armed Forces				
iv.	Never been black listed				
v.	The firm must have PKR. 0.5 M turnover per annum and record/ Tax Return of last three years be provided				
vi.	Any of its unit quoted by bidders must not be manufactured in Israel or India. Furthermore, the Bidder/ Principle supplier must not have any linkage with Israel or India regarding ownership, sponsoring and financing. (Bidders shall submit a certificate with this respect				
vii.	Having established office in Pakistan				
viii.	The firm must be operated by Pakistani National(s)				

ANNEX-C: PERFORMANCE SECURITY FORMAT

Bank Guarantee No. -----

Date of Issue -----

Valid upto -----

Value (Rs.) -----

FROM: _____

TO,

DIRECTOR,
NTC KARACHI

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 Office of the Director National Telecommunication Corporation, Malir Halt Karachi.

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. _____

ANNEX-D: DECLARATION OF BENEFICIAL OWNER INFORMATION

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts

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

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/Limited Liability Partnership/Association of Persons/ Single Member Company/ Partnership Firm/ Trust/Any other individual, body corporate (to be specified))	Date of incorporation / registration	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)