



NATIONAL TELECOMMUNICATION CORPORATION

E-bidding documents

FOR

**Laying/hanging/fixing and maintenance of
Optical Fiber Cable Network under the
jurisdiction of NTC Karachi Directorate on the
basis of Closed Framework Agreement
(As & When required)**

(Initially for a Period of 01 Year Extendable On Mutual Consent)

Tender Notice No.DIR(KHI)/ADV-100 /2024-25/

No.DIR-KHI/T-221/534-D(a)/2025-26/



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SECTION - I

INSTRUCTIONS TO THE BIDDERS

INVITATION TO e-BIDS

Tender Notice No.DIR(KHI)/ADV-100/2025-26/

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
100	Laying/hanging/fixing and maintenance of Optical Fiber Cable Network under the jurisdiction of NTC Karachi Directorate on the basis of Closed Framework Agreement (As & When required)	11-05-2026 @ 1100 Hrs.	11-05-2026 @ 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. 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 Forces throughout the country. In addition, NTC established a countrywide Multi-Services Data Communication Network based on state of the art technologies. Furthermore, 4 pair of Soft-switches in hot-standby mode have been deployed for Class-IV and Class-V services. NTC has installed DWDM network throughout the country by moving to STM-64 and DWDM that have provisioning of 400-Gb transmission capacity on the long haul network. Besides this NTC has state of the art Tier-3 Data Centers at Islamabad & Lahore.

2.2 SCOPE OF WORK

2.2.1 NTC intends to undertake frame agreement for “Laying/hanging/fixing and maintenance of Optical Fiber Cable Network under the jurisdiction of NTC Karachi Directorate on the basis of Closed Framework Agreement (As & When required)” as per BoQ Annexure “A1 (Store)” & “A2 (Services)”. However, quantities may vary according to NTC requirement during the whole period of the frame agreement.

2.2.2 Quantities given in the BoQ are for the purpose of evaluation. Contract will be awarded on the unit rate basis with the overall successful (i.e. Most advantageous) lowest bidder.

2.2.3 Successful bidder will be selected for NTC Karachi Directorate on the basis of evaluation criterion defined in this RFT. Purchase Orders (POs) will be placed by the concerned Divisional Engineer after preparation of the BOQ on “as and when” required basis. After obliging all procedures, the concerned Divisional Engineer will place POs during the currency of frame agreement on the basis of the unit rates after getting its due approval from competent NTC forum as per NTC accounting procedures.

2.2.4 For the execution of the project the bidder shall undertake to deliver all store and services including installation material etc, as detailed in BOQ Annexure “A1” & “A2”, which shall be necessary for a complete functioning project.

3. ELIGIBILITY CRITERIA OF BIDDERS

3.1 Invitation of proposals is open to all Pakistani Firms /contractor having relevant experience and registration with Federal & Provincial Government of Pakistan who meet following criteria: -

S#	Description	Weightage	Breakup of weightage	Documents to be provided
I	Registration with PEC with specialization codes EE07 and EE08	Mandatory	-	The valid registration certificate to be attached with bids



ii	Registration with Tax authorities (FBR & SRB) and be active Tax payer	Mandatory	-	-Do-
iii	Having at-least 03 x years' experience of laying/ fixing/hanging and maintenance of Optical Fiber Cable network 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	Firm is not black listed by any Government / Semi Government Organization of Pakistan (both Federal / Sindh Government)	Mandatory	-	Declaration on stamp papers duly attested be attached with bid. It shall be verified from relevant portal
v	Having established office in Karachi	Mandatory	-	The list of offices with addresses and contact info be attached with the bids.
vi	The firm must have PKR 5M Turnover in each year for last two financial years be provided	Mandatory	-	The financial statement to be attached.
vii	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
viii	Registered Telecom/ Electronics / Electrical/ Computer engineer having 2 years' experience	30	10 Marks for One Engineer.	Resumes of engineers to be attached.
viii	Completed OSP works projects of 01 Million with Telecom Operators' / CMOs or Govt./ Armed Forces within last 3 years	50	5 marks for each project.	The relevant document to be attached
X	The detail of equipment and plants be provided (Insulation tester, OTDR, splicing machine, route locator and other such	50	2 marks for each test equipment. 5 marks for each mechanical	The details along with quantities of equipment to be provided



	equipment essential for execution of laying work such as excavator thrust boring machine etc).		equipment such as excavator, thrust boring machine etc.	
xi	The firm must be owned and 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.

3.2 The work will be awarded to financially lowest and technically qualified firms only. The technical evaluation will be made as per following criteria:

- Non-compliance to the mandatory clauses will lead to disqualification.
- 70% marks in other than mandatory clauses are compulsory for a firm to be qualified.

Note: *Bidder must submit documentary proof against Sr. 3.1(i) to 3.1(xi). 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.*

4. ELIGIBLE GOODS

The bidder will provide the relevant documents to confirm the make and manufacture. (if any item during course of execution may not confirm about its make then bidder shall provide an affidavit in this regard).

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:

Director NTC Karachi

Tel: 021-99248833

Email: muhammad.irfan@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 his own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by issuing amendment.

7.2 Any amendment thus issued through EPADS 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 (Ref #27 PPRA Rules 2004).

8 COUNTRY OF ORIGIN

The bidder shall clearly mention the country of origin (Country of Manufacturer) of the offered/ quoted Equipment / Stores & all allied accessories. The bidder should provide shipping documents for confirmation of the country of origin.

9 PREPARATION OF TENDER/ BID DOCUMENTS

9.1 Bid should be prepared considering single stage – single envelope procedure.

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

9.3 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.

9.4 Following documents shall be furnished / submitted with the bid.

9.4.1 Duly filled Bill of Quantity as per Annexure-A1 & A2.

9.4.2 Duly Signed Commercial Compliance Statement as per Annexure-B.

9.4.3 GST, NTN and SRB Certificate.

9.4.4 Previous supply record with contract amounts, dates and completion certificates.

9.4.5 Company Profile.

9.4.6 Certificate on legal paper of never black listed by any Govt. / defense organization.

9.4.7 Undertaking of no business relations, manufacture, technical assistance etc. from India & Israel pertaining.



9.4.8 Every page/document of the bid shall be numbered & duly signed by authorized personnel along with the company seal.

10 PRICE

10.1 Prices should be quoted in Pak Rupees on FOR/DDP basis as per Annex-A1 & A2 on Turnkey basis.

10.2 All quoted prices are exclusive of Taxes for the purpose of evaluation.

10.3 The price quoted should be firm, final, and clearly written/typed without any ambiguity. The taxes & duties applicable in Pakistan at the time of signing of contract shall be adjusted (increase/decrease as the case maybe) in accordance with the prevailing rate.

10.4 The bidder shall clearly mention the levy or exemption of sales tax on the items being offered. If the bidder does not mention levy or exemption of sales tax, it will be assumed that sales tax has been included in the price accordingly the claim of sales tax exemption will not be entertained.

10.5 The rates / prices shall be entered against each item in the Bill of Quantity (BOQ) as per Annexure-A1 & A2. 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.

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

11 TENDER SECURITY / EARNEST MONEY

11.1 The bidder shall furnish tender security equivalent to 2% of bid value in the form of Deposit at Call, Bank Draft in favor of Director NTC Karachi valid for a period 01 Years beyond the bid validity date. Ordinary Bank Cheque shall not be accepted.

11.2 The Original Bid Security shall be delivered in person or sent by the registered mail which should reach the office of Director NTC Karachi on or before 1100 Hours on May 11, 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.

11.3 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.

11.4 Any bid not accompanied by tender security shall be rejected by the NTC at the time of opening of bid.

11.5 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.

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



11.7 The tender security may be forfeited:

11.7.1 If a bidder withdraws his bid during the period of bid validity.

11.7.2 If the bidder does not accept the correction of his bid price.

11.7.3 In the case of successful bidder, if he fails to furnish the required performance security as per LOI (Letter of Intent) / purchase order to sign the contract

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

12. VALIDITY OF BIDS

Bid shall remain valid for a period of **180** days from the date of tender opening.

13. DEADLINE FOR SUBMISSION OF BID

13.1 The bid shall be uploaded in PDF format on PPRA EPADS website i.e. www.eprocure.gov.pk on or before 1100 Hours on May 11, 2026.

13.2 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.

13.3 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.

13.4 Any bid received by the NTC concerned officer after the date and time of tender submission will be returned unopened to such bidder.

14. OPENING OF BID

14.1 The NTC tender committee will download the bids at 1130 Hours on May 11, 2026 in the presence of bidders' representatives who choose to attend, at NTC RHQs, Wireless Gate, near Malir Halt, Karachi.

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

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

15. CLARIFICATIONS / CORRECTIONS OF BID

15.1 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/ email etc.) and no change in the price or substance of the bid shall be sought, offered or permitted.

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."



15.2 If the bidder does not accept the corrected amount of bid, his bid will be rejected and his tender security forfeited.

16. RESPONSIVENESS OF BIDS

- 16.1 The bid is valid till required period.
- 16.2 The bid prices are firm during its validity and inclusive of all duties & freight charges etc.
- 16.3 The bidder has furnished valid tender security.
- 16.4 Completion period offered is within specified limits.
- 16.5 The bidder is eligible to tender and possesses the requisite experience.
- 16.6 The bid is generally in order as per Clause-8.4.
- 16.7 The bidder does not deviate from basic technical requirements.
- 16.8 The bidder complies all the terms & conditions of the bid by furnishing compliance certificate.
- 16.9 The entire bid document has been properly signed & any computational error has been clarified/corrected.
- 16.10 The bidder promptly responds to queries sought by NTC.
- 16.11 The bidder has submitted sample of the quoted item/model.

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 bidder."

17. EVALUATION CRITERION

- 17.1 The tender evaluation committee will evaluate and compare only the bids previously determined to be substantially responsive.
- 17.2 Evaluation will be carried out on qualification, quality and cost basis.
- 17.3 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:

17.4 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 clause-3.1. 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.

17.5 Technical evaluation:

It will be examined in detail whether the Stores offered by the bidder complies with the technical provisions/ specifications of the tender documents. Any bidder found technically non-compliant shall be knocked out of comparison irrespective of his financial standing in the quoted rates.



17.6 **Commercial Evaluation:**

It will be examined in detail whether the bids comply with the commercial / contractual conditions of the tender documents. It is mandatory that no major deviation/stipulation shall be taken by the bidders.

17.7 Contract will be awarded to lowest Evaluated bidder on the basis of both technical & financial compliances.

17.8 The cost of making good and deficiency resulting from any quantifiable variations and deviations from the tender schedules and conditions of the contract, as determined by the NTC will be added to the corrected total bid price for comparison purpose only. Adjustment for commercial compliance will be added to the corrected total bid prices. Adjustment factor will be calculated by committee as deemed appropriate.

17.9 No bidder shall contact NTC on any matter relating to its tender from the time of opening to the time of contract is awarded.

17.10 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.

17.11 Bids can be evaluated item - wise or as a whole as deemed suitable for NTC & final decision will lie with NTC.

17.12 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.

18. **COMMERCIAL COMPLIANCE STATEMENT**

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

19. **AWARD CRITERIA & NTC'S RIGHT**

19.1 The contract will be awarded to substantially responsive lowest evaluated bidder, provided that such bidder has been determined to be technically qualified to satisfactorily perform the order.

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 justify the affected bidders of the grounds for the NTC's action.

20. **LANGUAGE OF BID DOCUMENTS**

Bid documents and all correspondence will be in English language.



SECTION-II

GENERAL 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 bidder shall furnish to the NTC (In the name of Director NTC Karachi) a performance security of the Frame Agreement(s) amounting to **PKR 1,000,000/- (Pak One Million Only)** for each region, in the shape of bank guarantee / Pay Order / Demand Draft from any Scheduled Bank of Pakistan, valid till the expiry date of the Frame Agreement. The said performance security will be released after successful completion of the Frame Agreement. The performance security / bank guarantee shall be further extended if the work is delayed or deemed necessary by Director NTC Karachi.
- 1.2 In the event of the Contractor's failure to execute a formal purchase order or Frame Agreement or to make a security deposit, in the manner aforesaid and in the period specified in the Letter of Intent /Purchase Order(s), NTC is entitled to appropriate/ forfeit any earnest money / Performance Security 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.
- 1.3 The Performance Security of the Purchase order(s) shall be released after expiry of the Maintenance / Warranty period, subject to issuance of Final Acceptance Certificate (FAC), by Director NTC Karachi.
- 1.4 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.
- 1.5 All the correspondence regarding release of performance guarantee shall be made with Director NTC Karachi.

2. CONTRACTORS RESPONSIBILITIES

- 2.1 The contractor shall carry out the works properly and in accordance with the PO/BoQ. The contractor shall provide spares/equipment which may be required to maintain network operations. The contractor shall deposit all replaced parts/items into NTC Regional store.
- 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 NTC.
- 2.3 In case of more than one work assigned to contractor at the same time, the contractor shall not prioritize the works and will execute the work as per PO/BoQ.
- 2.4 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 equipments, superintendence, labors and materials necessary for accomplishment and testing of the work as per contract.
- 2.5 Regarding liaison with other Govt. Deptts./entities etc and acquiring NOC/ Permission (involving smooth accomplishment of project), The contractor will provide the information /detail(s) of his labour within 05 x days on such



requirement at his own cost. Any delay in provision of labour information will be considered on part of the contractor.

- 2.6 The contractor shall be responsible for timely obtaining the Right of Way (RoW) from the concerned authorities at his own. Director NTC Karachi shall provide route information and necessary official support i.e. request letter for issuance of RoW. The final payment will be subject to submission of original documents of RoW issued in the name of NTC.

3. **TRANSPORTATION / PACKING**

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

4. **TIME FOR COMPLETION**

- 4.1 Successful bidder will be bound to complete the work within stipulated time given on case-to-case basis, on award of job. No extension will be allowed as a matter of routine.
- 4.2 Unless the delay in completion of work is caused by force majeure, the bidder without prejudice with other remedies shall pay to NTC as Liquidated Damages of sum equivalent to 0.5% per day and maximum 10% of total cost of that particular work order. For purpose of calculation of LD charges, 7 days of week would be considered, and goods delay for more than 03 days will be considered as on week otherwise less than or equal to or up to 03 days will not be penalized.

5. **INSPECTION OF STORE**

Items being supplied / delivered shall be inspected by the NTC authorized representative and issue inspection certificate that he / she has inspected the items and found in order and in conformity to the specification of the tender.

6. **ACCEPTANCE / RECEIPT OF STORE/SPARES**

The ultimate consignee or his representative (s) will be responsible for issuing acceptance certificate of spares / stores subject to satisfactory completion of work as per requirement of contract. Alternatively, the NTC concerned officer will notify the discrepancies for rectifications. Ultimate consignee will also be responsible for the receipt of store and provision of space / electricity for installation.

7. **WARRANTY / SERVICES**

- 7.1 The contractor will warrant that the stores/ equipment supplied under the contract are new, un-used, and incorporate all recent improvements in design and materials and conform to the latest approved technological development. The warranty shall remain valid for a period of 12 months starting from the date of satisfactory work completion / inspection. 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.
- 7.2 The contractor will rectify the fault/restoration of communication services as per work order, during the contract.

8. **TERMS OF PAYMENT**

- 8.1 Payment will be made based on the actual quantity of the work carried out with the rates defined in the submitted approved schedule.



- 8.2 Payment will be released after the issuance of satisfactory work completion / inspection report by Director NTC Karachi through Cheque after deducting taxes. Relevant Invoices (In Duplicate) like Delivery Challan / Sales Tax paid Invoice / Annex-C will be produced by the Contractor.
- 8.3 Contractor should be Active Tax Payer at the time of Payment and will remain Active Tax Payer" for the period of one year after completion of job.
- 8.4 All Payment shall be made through cross Cheque in Pak Rupees.
- 8.5 The Contractor is bound to submit the invoices within 2 x weeks of work completion along with relevant documents. Delayed invoices shall not be accepted.
- 8.6 An amount of **Rs.1,000,000/-** will be held as security deposit and will be released after expiry of contract and expiry of warranty period for all work orders issued within the scope of the subject contract.

9. SALES TAX INVOICE

- 9.1 Sales Tax Registration with Sales Tax Department is mandatory. A certificate to this effect will be attached with quotation.
- 9.2 Successful bidder will be required to produce serially numbered Sales Tax Invoice for the stores being supplied / utilized. In case bidder claims that he is not manufacturer or importer and not in a position to produce sales tax invoice, he will be required to produce the sales tax invoice issued by the registered importer / manufacturer concerned.
- 9.3 Tax Invoices provided by the contractor / supplier should bear (Printed / Typed) NTC General Sales Tax Number i.e. 07-01-9802-013-64; Non-Compliance may result in stoppage / Delay of Subject payments.

10. DEFAULT BY CONTRACTOR

- 10.1 If the contractor abandons the works, refuses or fails to comply with a valid instruction of the NTC or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the contract, 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 days** after receipt of NTC notice, the NTC may by a second notice given within a further **21 days**, terminate the contract.

11. ARBITRATION AND GOVERNING LAW

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



- 11.3 If the Contractor is aggrieved of the decision of the MD or his nominee rendered under clause (10.2) hereof, the Contractor may refer the dispute to arbitration within thirty (30) days of the date of the decision of the MD or his nominee under the Arbitration Act, 1940 or any law that the Arbitration Act, 1940 is repealed, amended, or modified by at the time of referral of the dispute to arbitration. The arbitration shall be conducted before a Sole Arbitrator to be appointed by the consent of the Parties. The seat and venue of arbitration shall be at the National Telecommunication Corporation Headquarters, Sector G-5/2, Islamabad. The arbitration and the award thereof shall be conducted in the English language.
- 11.4 The costs and fees of the Sole Arbitrator shall be shared by the Parties equally. A Party shall bear the costs and fees of its legal practitioners and other personnel that a Party engages for the arbitration unless otherwise awarded by the Sole Arbitrator.

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**

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. **DEBARMENT / BLACKLISTING OF FIRM**

15.1 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:

15.1.1 Consistent failure to provide satisfactory performance.

15.1.2 Contractor becomes insolvent.

15.1.3 Existence of judicial decision against a contractor in respect of a corrupt or collusive practice.

15.1.4 Submission of false and spurious documents, making false statements and allegations to gain undue advantage.

15.1.5 Commission of fraud.

15.1.6 Contractor abandons the contract.

15.1.7 Contractor without reasonable excuse fails to commence the work 'or' suspends the progress of work for 14 days.

15.1.8 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.

15.1.9 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.

15.1.10 MD 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 MD NTC.



15.1.11 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.

16. **PROJECT DIRECTOR/ ULTIMATE CONSIGNEE**

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

a. **Project Director:** Director NTC
NTC RHQs. Malir Halt, Karachi.
Tel # 021-99248833, Fax # 021-99248889.

a. **Project Manager:** Divisional Engineer (Transmission)
Karachi
Tel # 021-99230017
Farhan.rizwan@ntc.org.pk



BoQ for Laying and maintenance of Optical Fiber Cable for Frame Agreement on Rate Running Basis throughout Karachi Division

Sr. #	Description	Unit	Qty	Unit Rate without Tax	Amount
<u>Store(s)</u>					
1	Patch Cords Single Mode 3 to 15 meter, adapters any type as per NTC requirement	Nos	200		
2	ODF Pre-loaded with complete accessories adapters and pigtails(4 Fiber), any type (wall mounted/rack mounted etc) will all allied accessories	Nos	25		
3	ODF Pre-loaded with complete accessories adapters and pigtails(6 Fiber), any type (wall mounted/rack mounted etc) will all allied accessories	Nos	50		
4	ODF Pre-loaded with complete accessories adapters and pigtails (12 Fiber), any type (wall mounted/rack mounted etc) will all allied accessories	Nos	20		
5	ODF Pre-loaded with complete accessories adapters and pigtails (24 Fiber), any type (wall mounted/rack mounted etc) will all allied accessories	Nos	15		
6	ODF Pre-loaded with complete accessories adapters and pigtails (48 Fiber) , any type (wall mounted/rack mounted etc) will all allied accessories	Nos	15		
7	ODF Pre-loaded with complete accessories adapters and pigtails(96 Fiber), any type (wall mounted/rack mounted etc) will all allied accessories	Nos	15		
8	Joint Enclosure (96 x Fibers)	Nos	150		
9	Joint Enclosure (48 x Fibers)	Nos	100		
10	Joint Enclosure (24 x Fibers)	Nos	150		
11	Joint Enclosure (18 x Fibers)	Nos	150		
12	Joint Enclosure (12 x Fibers)	Nos	100		
13	Joint Enclosure (6 x Fibers)	Nos	50		
14	Aerial OFC Joint Cassette (12 x Fibers)	Nos	100		
15	Aerial OFC Joint Cassette (6 x Fibers)	Nos	50		
16	Wall Mounted Rack (2-U, 4-U, any size as per requirement)	Nos	25		

Sr. #	Description	Unit	Qty	Unit Rate without Tax	Amount
18	Network Access point (NAP) with Splitter 1:8 with all accessories	Nos	10		
19	Network Access point (NAP) with Splitter 1:16 with all accessories	Nos	10		
20	Network Access point (NAP) with Splitter 1:32 with all accessories	Nos	10		
21	Fiber Access Terminal (FAT) with Splitter 1:4 with all accessories	Nos	10		
22	Fiber Access Terminal (FAT) with Splitter 1:8 with all accessories	Nos	10		
23	Fiber Access Terminal (FAT) with Splitter 1:16 with all accessories	Nos	10		
24	Fiber Access Terminal (FAT) with Splitter 1:32 with all accessories	Nos	10		
25	Premises Termination DP Box 2-Fiber with adapter & Pigtails	Nos	10		
26	Mechanical Splice FTTH	Nos	10		
27	Pigtails with adapters	Nos	10		
28	Optical Fiber Cabinet Complete with Steel band, earthrods/ cable, hooks, locks, painting, numbering, RCC base and painting of NTC monogram	Nos	10		
29	Pig Tails 3 meter, Adapter any type as per NTC requirement	Nos	10		
30	Optical Splitter 1:32,1:16, 1:8, 1:4 with adapters wall mounted	Nos	10		
31	Optical Splitter 1:32, 1:16, 1:8, 1:4 with adapters rack mounted	Nos	10		
32	Warning Tape with NTC Monogram	Mtr	40000		
33	PVC Pipe 1" diameter 3.2 mm thickness	Mtr	100		
34	PVC Pipe 2" diameter 3.2 mm thickness	Mtr	100		
35	HDPE Pipe 2" diameter 3 mm thickness	Mtr	2200		
36	HDPE Pipe 4" diameter 3mm thickness	Mtr	600		
37	GI Pipe 1 " diameter with fixing material	Mtr	100		
38	GI Pipe 2 " diameter with fixing material	Mtr	100		
39	GI Pipe 4" diameter with fixing material	Mtr	100		
40	Channel Pati white 2" Adamjee or Equivalent with fixing material	Mtr	500		
41	Channel Pati white 4" Adamjee or Equivalent with fixing material	Mtr	500		

42	New Fiber Cabinet 500/1000 Fibers with earthing rod, numbering, paint, NTC Monogram etc and other complete accessories	No	10		
Sr. #	Description	Unit	Qty	Unit Rate without Tax	Amount
43	New Fiber Cabinet 200/250 Fibers with earthing rod, numbering, paint, NTC Monogram etc and other complete accessories	No	10		
44	New Fiber Cabinet 300/400 Fibers with earthing rod, numbering, paint, NTC Monogram etc and other complete accessories	No	10		
45	New Fiber Mini Cabinet 100/150 Fibers with earthing rod, numbering, paint, NTC monogram etc. and other complete Accessories	No	10		
Total (A1) Rs.					



BoQ for Laying and maintenance of Optical Fiber Cable for Frame Agreement on Rate Running Basis under the jurisdiction of Karachi Directorate						
S. No	Description	Unit	Qty	Unit Rate without Taxes		Amount
				TMA	Cantt	
Services (a)						
1	Marking & Excavation of trench for cable laying measuring width 40 cm & depth 120 cm, laying of Pipe, 10 cm thick sand layer above and below the Pipe, laying of warning Tape, back filling & disposal of surplus dressing, compaction in "Kaccha" with ROW	Mtr	500			
2	Marking & Excavation of trench for cable laying measuring width 40 cm & depth 120 cm, laying of Pipe, 10 cm thick sand layer above and below the Pipe, laying of warning Tape, back filling & disposal of surplus dressing, compaction in "Kaccha" without ROW	Mtr	4000			
3	Marking & Excavation of trench for cable laying measuring width 40 cm & depth 150 cm, laying of Pipe, 10 cm thick sand layer above and below the Pipe, laying of warning Tape, back filling & disposal of surplus dressing, compaction in "Kaccha" with ROW	Mtr	500			
4	Marking & Excavation of trench for cable laying measuring width 40 cm & depth 150 cm, laying of Pipe, 10 cm thick sand layer above and below the Pipe, laying of warning Tape, back filling & disposal of surplus dressing, compaction in "Kaccha" without ROW	Mtr	3000			
5	Marking & Excavation of trench for cable laying measuring width 40 cm & depth 120 cm , laying of Pipe, 10 cm thick sand layer above and below the Pipe, laying of warning Tape back filling & disposal of surplus dressing, compaction in "Pacca" with ROW	Mtr	100			
6	Marking & Excavation of trench for cable laying measuring width 40 cm & depth 120 cm , laying of Pipe, 10 cm thick sand layer above and below the Pipe, laying of warning Tape back filling & disposal of surplus dressing, compaction in "Pacca" without ROW	Mtr	50			

S. No	Description	Unit	Qty	Unit Rate without Taxes		Amount
				TMA	Cantt	
7	Marking & Excavation of trench for cable laying measuring width 40 cm & depth 150cm , laying of Pipe, 10 cm thick sand layer above and below the Pipe, laying of warning Tape back filling & disposal of surplus dressing, compaction in "Pacca" with ROW	Mtr	100			
8	Marking & Excavation of trench for cable laying measuring width 40 cm & depth 150cm , laying of Pipe, 10 cm thick sand layer above and below the Pipe, laying of warning Tape back filling & disposal of surplus dressing, compaction in "Pacca" without ROW	Mtr	50			
9	Marking & Excavation of trench for cable laying measuring width 40 cm & depth 120cm , laying of Pipe, 10 cm thick sand layer above and below the Pipe, laying of warning Tape back filling & disposal of surplus dressing, compaction in "Solling/Tough Tile" with ROW	Mtr	100			
10	Marking & Excavation of trench for cable laying measuring width 40 cm & depth 120cm , laying of Pipe, 10 cm thick sand layer above and below the Pipe, laying of warning Tape back filling & disposal of surplus dressing, compaction in "Solling/Tough Tile" without ROW	Mtr	50			
11	Marking & Excavation of trench for cable laying measuring width 40 cm & depth 150cm , laying of Pipe, 10 cm thick sand layer above and below the Pipe, laying of warning Tape back filling & disposal of surplus dressing, compaction in "Solling/Tough Tile" with ROW	Mtr	50			
12	Marking & Excavation of trench for cable laying measuring width 40 cm & depth 150cm , laying of Pipe, 10 cm thick sand layer above and below the Pipe, laying of warning Tape back filling & disposal of surplus dressing, compaction in "Solling/Tough Tile" without ROW	Mtr	100			
13	Boring of Road with ROW at 5 feet depth	Mtr	100			
14	Boring of Road without ROW at 5 feet depth	Mtr	200			

S. No	Description	Unit	Qty	Unit Rate without Taxes		Amount
				TMA	Cantt	
15	Thrust Boring (5ft beneath road) , Laying of Cable or cables/ Laying of HDPE pipe & pulling of cable as required at site including Right of Way (ROW)/ NOC Charges (as per policy of concerned Authority).	Mtr	50			
16	Thrust Boring (5ft beneath road) , Laying of Cable or cables/ Laying of HDPE pipe & pulling of cable as required at site without Right of Way (ROW)	Mtr	10			
17	Base Preparation for Cabinet Complete in all respect	Nos	10			
18	Road Cut with reinstatement Trench 3ft x 1.25ft dimensions, Laying of UG Cable, back-filling, disposal of surplus soil, dressing & compacting the soil, laying of 10cm thick sand layer below cable in trench, laying of 10cm sand layer above the cable, Fixing 1st class bricks horizontally in trenches @4.5/m (including the cost of sand & bricks), proper dumping of joint etc as per standard and specification of NTC.	Mtr	100			
19	Puling of Cables in common duct	Mtr	7000			
20	Repairing/Re-Instatement of Pacca	Mtr	1000			
21	Installation of OFDF	Nos	50			
22	Cleaning Roding and Pulling of Cable through existing ducts	Mtr	3000			
23	Construction of Hand Hole RCC with Cover as per NTC standard (140x70x100cm)	Nos	50			
24	Cleaning of Manhole/Hand Hole	Nos.	500			
25	Repairing of Manhole/Hand Hole	Nos.	100			
26	Pulling of Cables in PVC/HDPE/GI Pipes	Mtr	100			
27	Splicing and Termination of OF Cable on OFDFs/ Jointing Enclosures	Nos.	10			
28	Fixing of GI Pipe	Mtr	100			
29	Hanging & Erection of SSA OFC Cables & Drop Fiber on Poles (Existing & New) or buildings, with stringing, pulling clamping, tightening & coiling on specified heights as per requirement (Point to Point Bases)	Mtr	10000			
30	Fixing and fitting of Channel Patti	Mtr	4000			
31	Transportation of Cable / Store from NTC Store /Warehouse to Working Site	Km	50			



S. No	Description	Unit	Qty	Unit Rate without Taxes		Amount
				TMA	Cantt	
32	Marking & Excavation of trench for cable laying measuring width 40 cm & depth 90 cm, laying of Cable, 10 cm thick sand layer above and below the Cable, supply and Fixing of 1st class bricks above the Cable, Laying of warning Tape, back filling & disposal of surplus dressing, compaction in "Kaccha" with ROW	Mtr	50			
33	Marking & Excavation of trench for cable laying measuring width 40 cm & depth 90 cm, laying of Cable, 10 cm thick sand layer above and below the Cable, supply and Fixing of 1st class bricks above the Cable, Laying of warning Tape, back filling & disposal of surplus dressing, compaction in "Kaccha" without ROW	Mtr	50			
34	Marking & Excavation of trench for cable laying measuring width 40 cm & depth 90 cm, laying of Cable, 10 cm thick sand layer above and below the Cable, supply and Fixing of 1st class bricks above the Cable, Laying of warning Tape back filling & disposal of surplus dressing, compaction in "Pacca" with ROW	Mtr	100			
35	Marking & Excavation of trench for cable laying measuring width 40 cm & depth 90 cm, laying of Cable, 10 cm thick sand layer above and below the Cable, supply and Fixing of 1st class bricks above the Cable, Laying of warning Tape back filling & disposal of surplus dressing, compaction in "Pacca" without ROW	Mtr	50		-	
36	Marking & Excavation of trench for cable laying measuring width 40 cm & depth 90 cm, laying of Cable, 10 cm thick sand layer above and below the Cable, supply and Fixing of 1st class bricks above the Cable, Laying of warning Tape back filling & disposal of surplus dressing, compaction in "Soling" with ROW	Mtr	100			

S. No	Description	Unit	Qty	Unit Rate without Taxes		Amount
				TMA	Cantt	
37	Marking & Excavation of trench for cable laying measuring width 40 cm & depth 90 cm, laying of Cable, 10 cm thick sand layer above and below the Cable, supply and Fixing of 1st class bricks above the Cable, Laying of warning Tape back filling & disposal of surplus dressing, compaction in "Soling" without ROW	Mtr	50			
38	Cable Laying within common trench, providing & laying of 10 cm thick sand layer above and below the cable, supply and fixing of first class bricks longitudinally above the cable	Mtr	100			
39	Construction of RCC base for FDH/Distribution cabinet (250 Fibers) complete with steel Band, Earth rods/cable, hooks, locks, painting, numbering & Painting of Monogram	Nos	50			
40	Construction of RCC base for FDH/ Distribution cabinet (500 Fibers) complete with steel Band, Earth rods/cable, hooks, locks, painting, numbering & Painting of Monogram	Nos	10			
41	Construction of RCC base for FDH/ Distribution cabinet (1000 Fibers) complete with steel Band, Earth rods/cable, hooks, locks, painting, numbering & Painting of Monogram	Nos	10			
42	Fixing Pole including its PCC Foundation & Filling	Nos	10			
43	Shifting of Existing Pole	Nos.	10			
44	Break Through Wall	Nos.	10			
45	Installation and fixation of Fiber DP/FAT on wall/ pole	Nos.	10			
46	Installation and fixation of NAP different capacities	Nos.	100			
	Total					

COMMERCIAL COMPLIANCE STATEMENT

Clause . #	Description	Complied	Not Complied	Partially complied (give details)	Page # of bid, where compliance available
1	Scope of work				
2	Eligibility Criterion of Bidders				
3	Cost of tendering				
4	Clarifications of Tender				
5	Amendment of Tender Documents				
6	Country of Origin				
7	Preparation of Tender/Bid Documents				
8	Price				
9	Tender Security / Earnest Money				
10	Validity of Bids				
11	Deadline for submission of bids				
12	Opening of Bid				
13	Clarifications/correction of bid				
14	Responsiveness of Bids				
15	Evaluation Criterion				
16	Commercial Compliance				
17	Award Criteria & NTC's Right				
18	Variation Order				
19	Language of Bid Document				
	Contract Conditions				
1	Contractor responsibilities				
2	Transportation & Packing				
3	Time for Completion				
4	Inspection of Store				
5	Acceptance / Receipt of Store				
6	Warranty / Services				
7	Terms of Payment				
8	Sales Tax Invoice				
9	Default by Contractor				
10	Training				
11	Repeat Order				
12	Arbitration and Governing Law				
13	Force Majeure				
14	Termination for Insolvency				
15	Termination for Convenience				
16	Ultimate Consignee				

CERTIFICATE

The tender documents have been read by the undersigned and there is NO ambiguity as the BOQ items, specifications, services and the tender term & special instruction as stipulated complete.

Contractor Signature: _____

Name: _____

CNIC: _____

Company Name: _____

Stamp: _____



**FORMAT OF BANK GUARANTEE
FOR BID SECURITY**

Bank Guarantee No -----
Dated at Karachi, the -----
Amount _____
Validity _____

To,

THE DIRECTOR,
NATIONAL TELECOMMUNICATION CORPORATION
KARACHI

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: _____



BANK GUARANTEE FOR PERFORMANCE SECURITY

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

FROM: _____

TO,
THE DIRECTOR,
NATIONAL TELECOMMUNICATION CORPORATION
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 National
Telecommunication Corporation 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 there under 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. _____

