



NATIONAL TELECOMMUNICATION
CORPORATION

HEADQUARTERS G-5/2, ISLAMABAD

e-Bidding documents

FOR

Hiring of Media for NTC Long Haul Transmission Network

Through EPADS (www.eprocure.gov.pk)

e-Tender Notice # HQ/ADV-41/2025-26

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SECTION-I

INSTRUCTIONS TO THE BIDDERS

1 INVITATION TO e-BIDS

Tender Notice No. HQ/ADV-41/ 2025-26

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

Tender No.	Description	Last Date & Time of Bid Submission	Bid Opening Date & Time
41	Hiring of Media for Long Haul Transmission Network	14-05-2026 @ 1100 Hrs.	14-05-2026 @ 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 (Procurement)

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

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

www.ntc.net.pk

2 GENERAL 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 National Telecommunication Corporation intends to acquire dark fiber pairs on long-term lease i.e. fifteen (15) years to complete and integrate missing segments of NTC's long-haul fiber backbone network where NTC-owned fiber infrastructure is not available. The dark fiber pairs shall be used for deployment of NTC's optical transmission systems for long-haul backbone connectivity.
- 3.2 Bidders may quote for one or more alignments; however, evaluation shall be carried out separately for each alignment.
- 3.3 The successful bidder(s) shall provide dedicated, unused optical fiber pair(s) along the specified routes as per [Annex-A](#) on lease basis and shall remain fully responsible for the operation, maintenance, protection, and availability of the leased fiber infrastructure as well as co-location services (where required) throughout the contract period. Technical specifications, route requirements, service levels, and performance obligations are provided in the subsequent sections of this RFT.
- 3.4 The scope of work shall include, but not be limited to, the following:
 - a) **Provision of Dark Fiber:** Provision of ITU-T G.652 D/G.655 compliant, dedicated, unused (unlit) single-mode optical fiber pair(s) along the routes specified by NTC for integration into its long-haul backbone network.
 - b) **Route Survey & Confirmation:** Conduct joint route survey (where required) and provide detailed route maps, length in kilometers, fiber core allocation plan, and jointing details for approval by NTC prior to commissioning.
 - c) **Right of Use & Legal Compliance:** Ensure uninterrupted legal right of use, including valid Right-of-Way (RoW) permissions and statutory approvals, for the entire lease period of fifteen (15) years.
 - d) **Handover & Commissioning:** Make available the agreed fiber pair(s) at designated NTC Points of Presence (PoPs) and support joint testing for commissioning.
 - e) **Operation & Maintenance (O&M):** Undertake full responsibility for preventive and corrective maintenance of the leased fiber infrastructure, including 24/7 fault monitoring and restoration within agreed Service Level parameters.
 - f) **Fault Rectification:** Promptly attend and rectify fiber cuts, degradation, or any service-affecting incidents within the stipulated restoration time.

- g) **Protection & Relocation:** Ensure physical protection of fiber infrastructure and manage any required relocation or diversion due to external development works without service interruption.
- h) **Documentation:** Provide as-built drawings, GIS-based route maps, fiber core allocation details, test reports, and an escalation matrix for operational coordination.
- i) **Availability Assurance:** Maintain agreed uptime/availability levels throughout the contract period, subject to SLA compliance and applicable penalties for non-performance.

4 QUALIFICATION CRITERION OF BIDDERS

Invitation to submission of sealed bids is open to all firms registered with PTA as Long Distance & International (LDI) operators in Pakistan who meet following conditions: -

- 4.1 The firm must be registered with relevant Tax Authorities and have active status for Income Tax and Sales Tax.
- 4.2 The firm must have valid & active appropriate PTA license.
- 4.3 The firm must have relevant experience of at least 03 x projects of similar service provisioning in Pakistan. The LDI shall provide the record of its previous deployment along with contracts & contact details of concerned person for reference & verification.
- 4.4 The firm must have 24/7 Network Operations Center (NOC) and customer support for monitoring and issue resolution
- 4.5 The firm must provide undertaking on at-least PKR 200/- Judicial Paper that:
 - a) The firm is not black listed from any government organization.
 - b) The firm does not have any linkage with India and/or Israel regarding ownership, sponsoring, IT support and operations.
- 4.6 The firm must fully comply to the tender clauses as per [Annex-D](#).

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

5 COST OF TENDERING

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

6 CLARIFICATIONS OF TENDER DOCUMENTS

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

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

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

7 AMENDMENT OF TENDER DOCUMENTS

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

8 PREPARATION OF BID

- 8.1 Bid should be prepared in accordance with “**Single Stage-One Envelope**” procedure.
- Bid documents and all correspondence will be in English language.
 - The scanned copy (PDF) of the bid along with bid security shall only be submitted online on EPADS. No hard copies of the bid shall be entertained.
 - All pages of the bid must be sequentially numbered and the bidder is required to create a clear table of contents referencing the relevant page numbers and mark each supporting document with corresponding page numbers.
 - All pages of the bid shall be initialed/signed and official seal be affixed by the person(s) authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bid to act for and on behalf of the bidder.
- 8.2 Following documents shall be submitted with the proposal:
- Duly filled Bill of Quantity as per [Annex-A](#);
 - Duly filled Bill of Quantity as per [Annex-B](#) (where required);
 - Duly filled Commercial compliance statement as per [Annex-D](#).
 - Valid Bid Security.
 - Documentary evidence and certificates as per Qualification Criteria.
 - Company Profile.

NOTE: Every participant bidder shall submit all above mentioned documents. Non-submission of any of above documents will lead to declaration of bidder as non-responsive & non-consideration for further evaluation.

9 LANGUAGE OF BID DOCUMENTS

- 9.1 Bid documents and all correspondence will be in English language.

- 9.2 The bid should have a covering letter on printed and scanned 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.

10 PRICE

- 10.1 Prices should be quoted in Pak Rupees as per [Annex-A](#) for leasing of dark fiber pair(s) for a period of fifteen (15) years.
- 10.2 The price should be inclusive of all costs associated with provision of dark fiber pair(s), right-of-way arrangements, operation and maintenance (O&M), testing, commissioning support, documentation, and any other obligations under the Scope of Work.
- 10.3 The price quoted should be firm, final, and clearly typed without any ambiguity.
- 10.4 The price should include all the applicable government taxes, duties, freight etc.
- 10.5 The bidder shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.
- 10.6 Price of any or all items quoted in a currency other than PKR shall be converted into PKR and for calculation purpose conversion rate (i.e. selling) prevailing on the date of tender opening shall be applied.

11 BID SECURITY

- 11.1 The bidder shall furnish tender security amounting to **PKR. 5,000,000/- (Pak Rupees Five Million Only)** in the form of Pay Order or Deposit at Call or a Bank guarantee as per [Annex-E](#) issued by a scheduled bank of Pakistan in favor of Managing Director NTC valid till **28 days** beyond bid validity.
- 11.2 The Original Bid Security for the lot(s) being quoted shall be delivered in person or sent by the registered mail which should reach the office of Director (Procurement) Room # 05, Ground Floor, NTC HQ, G-5/2 Islamabad on or before **1100 Hours on May 14, 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 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.
- 11.5 The tender security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed contract agreement.
- 11.6 All correspondence regarding release/extension of bid security shall be made with Director (Procurement) NTC HQ.
- 11.7 The bid security may be forfeited:
- If a bidder withdraws their bid during the period of bid validity.
 - If the bidder does not accept the correction of their bid price.
 - In the case of successful bidder, if bidder fails to furnish the required performance security or sign the contract agreement.
 - If bidder does not respond timely to the clarifications called by NTC.

12 VALIDITY OF BIDS

Bid shall remain valid for a period of 120 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 14,2026**.
- 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.

14 OPENING OF BID

- 14.1 The NTC tender committee will open/download the bids at **1130 hours on dated May 14,2026** in the presence of bidders' representatives who choose to attend, at NTC HQ G-5/2 Islamabad.
- 14.2 The bidder's name, bid prices, any discount, the presence or absence of tender security, and such other details as the committee at its discretion may consider appropriate, will be announced at the tender opening.
- 14.3 The tender committee will resolve any issue raised by the bidders, on the spot.
- 14.4 NTC reserves the right to reject any one or all bids prior acceptance of a bid / proposal.
- 14.5 NTC reserves the right to reject any one or all bids as per Public Procurement Rules, 2004 33(1).

15 RESPONSIVENESS OF BIDDERS

- 15.1 The bid is valid till required period.
- 15.2 The bid prices are firm during its validity and inclusive of all taxes, duties & freight charges etc.
- 15.3 The bidder has furnished valid tender security.
- 15.4 The bidder is eligible to tender and possesses the requisite qualification.
- 15.5 The bid does not deviate from basic tender requirements.
- 15.6 The bid is generally in order.
- 15.7 The bidder promptly responds to queries sought by NTC.
- 15.8 The bidder has complied to the tender clauses.

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

16 EVALUATION CRITERION FOR MOST ADVANTAGEOUS BIDDER

- 16.1 The tender evaluation committee will evaluate and compare only the bids previously determined to be substantially responsive.
- 16.2 Evaluation of each lot will be carried out separately on **Qualification and Cost basis**.

- 16.3 The **Most advantageous bidder** shall be the one fully compliant to **qualification criteria** and **highest ranked** in cost evaluation criteria as defined below:
- 16.4 **Qualification Evaluation Criteria:**
In first step, the received bids shall be evaluated on qualification criteria mentioned above. The bidders fully compliant to qualification criteria shall be declared as qualified. **Any firm found non-compliant in any of these conditions will be declared disqualified and will not be considered for further evaluation proceedings.**
- 16.5 **Cost Evaluation Criteria:**
Cost evaluation of the bids shall be carried out by comparison of bids evaluated prices for each alignment as per bill of quantity at [Annex-A](#) & [Annex-B](#). The bidder with lowest quoted price will be declared as **highest ranked** for respective site with subsequent bidders ranked in ascending order of their quoted prices.
- 16.6 Any effort by a bidder to influence NTC in the tender evaluation, bid comparison or order award decision may result in the rejection of their bid.
- 16.7 Any minor informality or non-conformity or irregularity in the bid which does not constitute a material deviation may be waived by NTC, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

17 CLARIFICATIONS / CORRECTIONS OF BID

- 17.1 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.
- 17.2 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.”
- 17.3 If the bidder does not accept the corrected amount of bid, their bid will be rejected and their bid security forfeited.

18 COMMERCIAL COMPLIANCE STATEMENT

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

19 VARIATION ORDER

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

20 AWARD CRITERIA & NTC'S RIGHT

- 20.1 The contract will be awarded to Most Advantageous Bidder on alignment-wise basis.
- 20.2 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.

21 NOTIFICATION OF AWARD & SIGNING OF CONTRACT AGREEMENT

- 21.1 Prior to expiration of the period of tender validity prescribed by NTC, the NTC will notify the successful bidder(s) in writing "Letter of Intent" through EPADS that their bid(s) has been accepted. The bidder(s) shall accept the LOI through EPADS.
- 21.2 The contract shall be signed with the successful bidder(s) 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 10% of annual lease value in the shape of Pay order or CDR or bank guarantee valid for a period of 190 months (as per **Annex F**) at the time of signing of contract.
- 1.2 Failure of the successful bidder to furnish performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security.
- 1.3 The performance security shall be released upon successful completion of contract period.
- 1.4 All the correspondence regarding release of performance guarantee shall be made with Director (Procurement) NTC HQ.

2 CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the following:

- 2.1 Provision of dedicated, unused (unlit) dark fiber pair(s) along the agreed routes for the entire contract period of fifteen (15) years.
- 2.2 Ensuring valid and uninterrupted Right-of-Way (RoW), statutory permissions, and legal entitlement to lease the fiber for the duration of the contract.
- 2.3 Establishment, extension, or arrangement of any last-mile connectivity required to connect the leased fiber to NTC's designated Points of Presence (PoPs). Any One-Time Charges (OTC), civil works, duct extension, or associated deployment cost required for such connectivity shall be borne entirely by the contractor.
- 2.4 Operation, preventive maintenance, corrective maintenance, and protection of the leased fiber infrastructure, including ducts, joints, and associated passive components.
- 2.5 24/7 fault monitoring, prompt fault localization, and restoration within the agreed Service Level timelines.
- 2.6 Conducting end-to-end testing prior to commissioning and providing certified OTDR and attenuation test reports.
- 2.7 Providing route maps, as-built drawings, fiber core allocation details, and an operational escalation matrix.
- 2.8 Ensuring that the leased fiber remains free from encumbrances, unauthorized usage, or reassignment during the contract period.
- 2.9 Supporting joint testing and coordination during commissioning and operational phases.

3 NTC RESPONSIBILITIES

NTC shall be responsible for the following:

- 3.1 Providing access to its designated Points of Presence (PoPs) for handover and testing purposes.
- 3.2 Timely payment of lease charges in accordance with the terms and conditions of the contract.

- 3.3 Coordination with the Contractor for fault reporting, joint inspections (where required), and planned maintenance activities.
- 3.4 Ensuring that no physical alteration, splicing, or modification of the leased fiber is carried out without prior coordination with the Contractor.
- 3.5 Utilizing the leased fiber strictly for lawful telecommunications purposes in accordance with applicable regulatory requirements.

4 COMMENCEMENT OF SERVICES

- 4.1 The Contract shall come into force from the date of signing by both parties.
- 4.2 The Contractor shall, within the timeline specified in the Contract, provision and keep ready the agreed dark fiber pairs along the designated routes and shall notify NTC in writing upon achieving readiness for joint testing and verification.
- 4.3 Actual loading and operational use of the fiber pairs by NTC shall be subject to installation and commissioning of NTC's transmission equipment under a separate arrangement, which is tentatively expected to be completed by the end of Financial Year 2026-27. Any delay in such installation shall not relieve the Contractor of its obligation to maintain the fiber in a ready and serviceable condition.
- 4.4 Commercial commencement for payment purposes shall be effective from the date of issuance of the Service Acceptance Certificate (SAC) by NTC upon confirmation of fiber readiness, or from the date of actual loading of fiber by NTC, whichever is later.
- 4.5 The lease period of fifteen (15) years shall be reckoned from the date of commercial commencement as defined above.

5 TIME FOR COMPLETION

- 5.1 NTC shall issue a written Go-Ahead Notice to the contractor for provisioning of leased dark fiber.
- 5.2 The Contractor shall complete provisioning of the leased dark fiber, including any required last-mile deployment, duct extension, splicing, testing, and associated civil works, within twelve (12) weeks from the date of issuance of Go-Ahead Notice.
- 5.3 Completion shall mean that the agreed fiber pairs are fully provisioned end-to-end, tested through OTDR and other standard measurements, terminated at the designated NTC Points of Presence (PoPs), and ready for joint verification.
- 5.4 In case the work involves multiple routes or segments, NTC may issue route-wise Go-Ahead Notices, and the twelve (12) week completion timeline shall apply separately to each route from its respective Commencement Date.

6 LIQUIDITY DAMAGES

- 6.1 If the Contractor fails to provision and make the leased dark fiber ready for joint verification within twelve (12) weeks from the date of issuance of Go-Ahead Notice, the Contractor shall be liable to pay Liquidated Damages (LD) for delay.
- 6.2 Liquidated Damages shall be calculated at the rate of 0.1% of the annual lease value of the affected route per day of delay, subject to a maximum of 10% of the annual lease charges of that route.

- 6.3 The delay period shall be calculated from the scheduled completion date up to the actual date of readiness notification for joint verification.
- 6.4 If the delay exceeds eight (8) weeks beyond the stipulated completion period, NTC shall have the right to terminate the Contract for default for the affected route, without prejudice to recovery of Liquidated Damages and other remedies available under the Contract.
- 6.5 Liquidated Damages may be deducted from any payments due or from the Performance Security.

7 CO-LOCATION SERVICES

- 7.1 For longer route alignments where signal regeneration is technically required, NTC may require co-location facilities at intermediate sites along the leased fiber route.
- 7.2 The Contractor shall provide co-location services (i.e. space and power) at its existing facilities for installation and operation of NTC's transmission equipment.
- 7.3 The requirement of co-location shall be identified by NTC at the time of issuance of Go-Ahead Notice or during execution, based on technical necessity.
- 7.4 The Contractor shall ensure secure access to such co-location facilities for authorized NTC personnel for installation, testing, and maintenance activities.

8 ACCEPTANCE CERTIFICATE

- 8.1 Upon completion of provisioning and successful joint testing of the leased dark fiber, NTC shall issue an initial Service Acceptance Certificate (SAC), confirming readiness of the fiber for operational use.
- 8.2 Thereafter, performance of the leased fiber shall be subject to annual evaluation based on compliance with the agreed Service Level parameters and contractual obligations.
- 8.3 At the end of each contract year, the Project Director (PD) or authorized representative of NTC shall, after verification of satisfactory performance and fulfillment of contractual obligations, issue an Annual Acceptance Certificate.
- 8.4 Release of annual lease payment shall be subject to issuance of the Annual Acceptance Certificate by the PD.
- 8.5 In case of non-compliance with Service Levels or contractual obligations, NTC may withhold issuance of the Annual Acceptance Certificate until deficiencies are rectified, without prejudice to its right to impose applicable penalties or liquidated damages.

9 PAYMENT

- 9.1 **100 Percent (100%)** annual payment shall be payable to the contractor upon issuance of acceptance certificate by Project Director.
- 9.2 The Contractor shall submit the commercial invoice & sales tax invoice in triplicate to Project Director for due verification and payment.
- 9.3 The Contractor shall clearly mention NTN & GST number of both supplier & purchaser on the invoice (NTC NTN # 1218153-6, NTC GST # 07-01-9802-013-64).
- 9.4 All payments shall be processed by NTC Finance Wing through Project Director.
- 9.5 Taxes shall be deducted as per government rules at the time of payment.

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

10 CONTRACT CLOSURE

- 10.1 The Contract shall automatically expire upon completion of fifteen (15) years from the date of commercial commencement, unless extended by mutual written agreement of the parties under the governing laws of the time.
- 10.2 Upon expiry or termination of the Contract, the Contractor shall ensure uninterrupted availability of the leased fiber until the effective date of closure and shall provide reasonable transition support, if required, for a period not exceeding One Hundred and Twenty (120) days.
- 10.3 NTC shall remove its active equipment, if any, from the Contractor's facilities within a mutually agreed timeframe. The Contractor shall facilitate safe access for such removal.
- 10.4 All outstanding payments for services satisfactorily rendered up to the date of expiry or termination shall be settled in accordance with the Contract. No payment shall be admissible for the unexpired portion of the lease period, except where expressly provided under the termination provisions.
- 10.5 Termination or expiry of the Contract shall not relieve either party of any accrued rights, liabilities, penalties, or obligations that have arisen prior to the effective date of termination.

11 DEFAULT BY CONTRACTOR

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

12 ARBITRATION AND GOVERNING LAW

- 12.1 This Agreement shall be governed under Pakistani law and the Courts at Islamabad shall have exclusive jurisdiction over any matter that may be referred to a Court under this Agreement.
- 12.2 In the event that any dispute arises between the Parties under this Agreement, one Party shall issue notice to the other Party to mutually negotiate a resolution to the dispute. If the negotiations fail to resolve the dispute within seven (7) days of receipt of the notice, the dispute shall be referred to the Managing Director, National Telecommunication Corporation ("MD") or 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.
- 12.3 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.

- 12.4 The costs and fees of the Sole Arbitrator shall be shared by the Parties equally. A Party shall bear the costs and fees of its legal practitioners and other personnel that a Party engages for the arbitration unless otherwise awarded by the Sole Arbitrator.

13 FORCE MAJEURE

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

contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14 TERMINATION FOR INSOLVENCY

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

15 TERMINATION FOR CONVENIENCE

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

16 PROJECT DIRECTOR

Director (Network Operation Center) NTC HQs Islamabad

17 DEBARMENT / BLACKLISTING OF FIRM

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

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

17.2 Managing Director NTC will constitute a committee comprising of three NTC officers and they will investigate the matter in connection with allegation of corrupt, fraudulent, coercive or collusive practices or illegally harassment or

threat. Moreover, the committee shall also accord adequate opportunity of being heard to the contractor who is to be debarred / blacklisted. The said committee will forward its clear recommendations for the approval of Managing Director NTC.

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

18 INTEGRITY

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

19 DECLARATION OF BENEFICIAL OWNERS' INFORMATION

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

ANNEX-A: FIBER LEASE BOQ

Sr.	A-End	Co-ordinates	B-End	Co-ordinates	A/U	Qty	Annual Lease Charges without Taxes	Annual Lease Charges with Taxes	Total Lease Charges with Taxes
1	Mardan	34.194303 , 72.036724	Charsadda	34.148113 , 71.752684	Year	15			
2	Charsadda	34.148113 , 71.752684	Peshawar	34.0054 , 71.554498	Year	15			
3	Abbottabad	34.148528 , 73.2105	Murree	33.907755 , 73.400183	Year	15			
4	Murree	33.907755 , 73.400183	Rawalpindi	33.645194 , 73.069	Year	15			
5	Sialkot	32.499238 , 74.538577	Narowal	32.103725 , 74.866994	Year	15			
6	Narowal	32.103725 , 74.866994	Gujranwala	32.176736 , 74.18306	Year	15			
7	Johrabad	32.294678 , 72.283193	Mianwali	32.332 , 71.3249	Year	15			
8	Hyderabad	25.387917, 68.352956	Kotri	25.346524, 68.276713	Year	15			

Sr.	A-End	Co-ordinates	B-End	Co-ordinates	A/U	Qty	Annual Lease Charges without Taxes	Annual Lease Charges with Taxes	Total Lease Charges with Taxes
9	Mianwali	32.590926, 71.546003	Bhakkar	31.616314 , 71.070075	Year	15			
10	Race course Lahore	31.54916, 74.3333	Okara	30.805111, 73.436859	Year	15			

Note:

- i. Bidders may quote for one or more alignments; however, evaluation shall be carried out separately for each alignment.
- ii. Bidders quoting against alignments at serial item 09 & 10 in above table must also quote rates for all co-location services at [Annex-B](#).

ANNEX-B: CO-LOCATION SERVICES BOQ

S. No	Description	A/U	Qty	Unit Price per Month without Tax	Unit Price per Month with Tax
1	Ordinary Covered Space	Sqft	1		
2	Purpose Built Covered Space	Sqft	1		
3	AC Power	Amp	1		
4	DC Power	Amp	1		

ANNEX-C: SERVICE LEVEL AGREEMENT

For Leasing of Dark Fiber

1 SERVICE AVAILABILITY

- 1.1 The Contractor shall ensure minimum annual availability of **97.5% per route**, calculated on a yearly basis.
- 1.2 Availability shall be calculated as:
$$\text{Availability (\%)} = \frac{(\text{Total Minutes in Year} - \text{Downtime Minutes})}{\text{Total Minutes in Year}} \times 100$$
- 1.3 Total Minutes in Year shall be taken as 525,600 minutes.

2 DEFINITION OF DOWNTIME

- 2.1 Downtime shall mean any period during which the leased dark fiber is unavailable for use due to fiber cut, excessive attenuation, joint failure, or any other fault attributable to the Contractor's network.
- 2.2 Downtime shall commence from the time NTC reports the fault to the Contractor's designated NOC (or fault is detected by Contractor, whichever is earlier) and shall end upon restoration confirmation by NTC.
- 2.3 The following shall not be considered downtime:
 - a. Force majeure events
 - b. Scheduled maintenance (with minimum 48-hour prior written notice and NTC approval)
 - c. Faults attributable to NTC's active equipment

3 FAULT RESPONSE AND RESTORATION TIME

- 3.1 The Contractor shall provide 24/7 fault support.
- 3.2 Maximum Restoration Time (MRT):
 - a. Long-haul segment: 12 hours
 - b. Metro/urban segment: 8 hours
- 3.3 In case of major fiber cut requiring extensive civil work, restoration shall not exceed **24 hours**, unless prevented by force majeure conditions.

4 SCHEDULED MAINTENANCE

- 4.1 Scheduled maintenance shall be carried out only during low-traffic hours.
- 4.2 At least 48 hours' prior written notice shall be provided to NTC.
- 4.3 Total scheduled maintenance downtime shall not exceed **12 hours per year per route**.

5 SERVICE CREDITS / PENALTIES

- 5.1 5.1 In case annual availability falls below 99.5%, the Contractor shall be liable to the following service credits:

Annual Availability	Service Credit (as % of Annual Lease Charges for that Route)
99.0% - 99.49%	5%
98.0% - 98.99%	10%
Below 98.0%	15%

- 5.2 Service credits shall be adjusted against the annual lease payment.
- 5.3 If availability falls below **95% in any contract year**, NTC shall have the right to terminate the Contract for default.

6 ESCALATION MATRIX

- 6.1 The Contractor shall provide a three-tier escalation matrix including:
 - c. NOC Level
 - d. Regional Technical Head
 - e. Senior Management Contact
- 6.2 Escalation timelines:
 - f. Level 1: Immediate
 - g. Level 2: After 2 hours
 - h. Level 3: After 4 hours

7 REPORTING

- 7.1 The Contractor shall provide quarterly SLA performance reports including:
 - i. Number of faults
 - j. Total downtime
 - k. Restoration times
 - l. Availability percentage
- 7.2 NTC reserves the right to verify logs and request supporting documentation.

ANNEX-D: COMMERCIAL COMPLIANCE STATEMENT

S.No.	Description	Complied	Not Complied	Partially complied	Remarks
1	Invitation To e-Bids				
2	General Introduction				
3	Scope Of Work				
4	Qualification Criterion Of Bidders				
5	Cost Of Tendering				
6	Clarifications Of Tender Documents				
7	Amendment Of Tender Documents				
8	Preparation Of Bid				
9	Language Of Bid Documents				
10	Price				
11	Bid Security				
12	Validity Of Bids				
13	Deadline For Submission Of Bid				
14	Opening Of Bid				
15	Responsiveness Of Bidders				
16	Evaluation Criterion For Most Advantageous Bidder				
17	Clarifications / Corrections Of Bid				
18	Commercial Compliance Statement				
19	Variation Order				
20	Award Criteria & NTC's Right				
21	Notification Of Award & Signing Of Contract Agreement				
	Contract Conditions				
1	Performance Security				
2	Contractors Responsibilities				
3	NTC Responsibilities				
4	Commencement Of Services				
5	Time For Completion				
6	Suspension And Resumption Of Services				
7	Space Allocation And Access				
8	Record Handing Over And Taking Over				
9	Service Continuity And Maintenance Of Equipment				
10	Repair, Maintenance, And Backup Arrangements				

S.No.	Description	Complied	Not Complied	Partially complied	Remarks
11	Workflow And Execution Mechanism				
12	Performance Targets And Monitoring				
13	Loss, Misplacement, Or Damage Of Records				
14	Liquidity Damages				
15	Acceptance Certificate				
16	Payment				
17	Contract Closure And Completion				
18	Default By Contractor				
19	Arbitration And Applicable Law				
20	Force Majeure				
21	Termination For Insolvency				
22	Termination For Convenience				
23	Project Director				
24	Debarment / Blacklisting Of Firm				
25	Integrity				
26	Declaration Of Beneficial Owners' Information				

ANNEX-E: BID SECURITY FORMAT

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

To,

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

Dear Sir,

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

WE HEREBY AGREE AND UNDERTAKE:

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

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

Yours faithfully,

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

ANNEX-F: PERFORMANCE BOND FORMAT

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

FROM: _____

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

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

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

WE HEREBY AGREE:

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

Dated This Day of

Authorized Signature:

& Seal of bank

ANNEX-G: 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, corporate (to be specified))	Date of incorporation/	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identity of Natural Person who ultimately owns or controls the legal person or arrangement

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

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

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

Name & signature

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