



NATIONAL TELECOMMUNICATION CORPORATION

HEADQUARTERS G-5/2 ISLAMABAD

EPADS e-TENDER DOCUMENTS

**Upgradation and Expansion of Data Center at a Federal
Government Organization, Islamabad on Turnkey Basis**

EPADS e-Tender Notice #HQ/ADV-27/ 2025-26

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SECTION-I

INSTRUCTIONS TO THE BIDDERS

1 INVITATION TO e-BIDS

Tender Notice No. HQ/ADV-27/ 2025-26

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

Tender No.	Description of Service	Last Date & Time of Bid Submission	Bid Opening Date & Time
27	Upgradation and Expansion of Data Center at a Federal Government Organization, Islamabad on Turnkey Basis	18-02-2026 @ 1100 Hrs.	18-02-2026 @ 1130 Hrs.

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

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

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

Director (Procurement)

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

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

www.ntc.net.pk

2 INTRODUCTION

- 2.1 National Telecommunication Corporation (NTC) is an autonomous corporation established on January 1, 1996, under the Pakistan Telecommunication Re-Organization Act 1996. NTC has the mandate to provide Information and Telecommunication services to the Federal Government, Provincial Governments, Armed Forces, defense projects, and institutions/organizations as determined by the Federal Government through SRO No. 1209(1)/95 dated December 31, 1995, as amended on June 11, 1997.
- 2.2 NTC has successfully established state-of-the-art Data Centers in Islamabad and Lahore. Building upon this foundation, NTC now intends Upgradation and Expansion of Data Center at a Federal Government Organization, Islamabad on Turnkey Basis. This strategic expansion aims to enhance footprint of NTC's Data Center infrastructure by extending services to the government sector in the southern region, while introducing advanced cloud services and other value-added solutions as outlined in the project scope.

3 PROJECT OBJECTIVES

- 3.1 Upgradation and Expansion of Data Center at a Federal Government Organization, Islamabad on Turnkey Basis on Turnkey Basis as per Bill of Quantity at **Annex-A** and Technical Specifications at **Annex-B**.

4 SCOPE OF WORK

- 4.1 For the execution of the work the bidder shall undertake to supply all hardware, Software, Licenses, Installation Material and Engineering Services. Scope of work includes following as per Bill of Quantity at **Annex-A** and Technical Specifications at **Annex-B**.
- Rack Server
 - KVM and Console
 - Rack Mounted End-to-End NVMe Storage Area Network (SAN)
 - Firewall
 - Microsoft SQL Server
 - Business Class Laptops
 - Installation Requirement of WMS
- 4.2 The quoted items shall be adequate to make the equipment fully functional & operative. Any other item (i.e. hardware, software and licenses) or any other entity which may not have specifically been mentioned in the **Bill of Quantity (Annex-A)** but which is necessary to meet the Technical Specifications at **Annex-B** and solution requirements shall be provided by the bidder without any extra cost to NTC.
- 4.3 **General Instructions**
The bidder shall undertake to:
- Keep NTC informed of technological and other developments in the products offered and methods of incorporating such developments economically to existing network.
 - The proposed equipment (hardware and software) should be field proven.

- c. Equipment shall not be EoS (End of Sale), End of support, and should be of latest/updated series.
- d. Equipment shall be fully compatible with the future services and environments of the existing network.
- e. The bidder shall conduct physical site survey at his own risk & cost to design the solution, prior to offering the solution.

4.4 System Installations

- a. The bidder shall supply, install and configure the supplied equipment.
- b. The bidder shall provide all installation materials required on turn key basis.
- c. Bidder shall provide solution design documents.
- d. Minor modifications required for the execution of the works, shall be executed by the bidder.

1.5 Maintenance Support

- a) The bidder shall recommend the type of routine / preventive & corrective maintenance tests and their duration, giving the test set ups and their procedures in the PAT (Provisional Acceptance Testing) document.
- b) The bidder will clearly indicate the point of presence in Pakistan for maintenance purpose.
- c) The bidder will specify briefly first, second and third line of maintenance support along with down time.
- d) The bidder will maintain sufficient quantity of spares at the bidder's point of presence in Pakistan during warranty period. In case of failure of a component or whole system the equipment will be replaced within 24 hrs with a new one.
- e) The bidder will provide comprehensive hardware and software support during the warranty period.

5 QUALIFICATION CONDITIONS OF BIDDERS

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

- 5.1 The firm must be registered with Tax Authorities and active Tax payer for Income Tax and Sales Tax.
- 5.2 The firm must be authorized by Original Equipment Manufacturer (OEM) against the quoted item.
- 5.3 The firm must have relevant experience. The participant bidder shall provide all the record of its previous installations along with contracts/purchase orders detail (i.e., amount, date & time of completion, description of items) & contact details of concerned person for reference & verification. The relevant experience of the incumbent bidder will be evaluated on the basis of its supply record & will be considered for further evaluation. If any bidder is found in-experienced or its previous supply record is irrelevant than the said bidder will not be considered for further evaluation.
- 5.4 The firm shall have average annual turnover of PKR.65 Million in last three years.
- 5.5 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, financing etc.

5.6 One Bid per Bidder- A bidder shall submit only one bid, in the same bidding process, either individually as a bidder or as a member in a joint venture or any similar arrangement. No bidder can be a sub-contractor while submitting a bid individually or as a member of a joint venture in the same bidding process.

5.7 The firm must fully comply to the tender clauses as per [Annex-D](#).

Note: Prospective Bidder Must Provide Valid Documentary Proof including CVs against serial # (5.1-5.7) along with the bid. Non-Submission of any of above document will lead to Consideration of a firm as NON-RESPONSIVE & Subsequent Non-CONSIDERATION for the evaluation.

6 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.

7 CLARIFICATIONS OF TENDER DOCUMENTS

7.1 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

7.2 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.

8 AMENDMENT OF TENDER DOCUMENTS

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

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

9 PREPARATION OF BID

9.1 Bids should be prepared considering “**Single Stage- Single Envelope**” procedure (PPRA Rule 36(a) containing, Separately, Technical and Financial Bids.

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

- b. 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.
- 9.2 Following documents shall be furnished / submitted with the bid:
- Duly filled Bill of Quantity (BoQ) as per [Annex-A](#).
 - Duly filled Technical Compliance Sheet as per [Annex-B](#).
 - Duly filled and signed commercial compliance statement as per [Annex-D](#).
 - Valid Tender security.
 - Documentary evidence and undertakings as per qualification criteria.
 - Company Profile.
 - Legal JV Agreement (If applicable).

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

10 LANGUAGE OF BID DOCUMENTS

- 10.1 Bid documents and all correspondence will be in English language.
- 10.2 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.

11 PRICE

- 11.1 Prices should be quoted in Pak Rupees as per [Annex-A](#).
- 11.2 The price quoted should be firm, final, and clearly typed without any ambiguity.
- 11.3 The price should include all the applicable government taxes, duties etc.
- 11.4 The bidder shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.
- 11.5 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids, as notified by the State Bank of Pakistan on that day.
- 11.6 Quoting of all BoQ items is mandatory and shall be included in evaluation of bids.

12 TENDER SECURITY/ EARNEST MONEY

- 12.1 The bidder shall furnish tender security amounting to **PKR. 2,000,000/- (Pak Rupees Two 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 NTC valid for a period of 120 days.
- 12.2 The Original Bid Security 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 February 18,2026**. 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.

- 12.3 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.
- 12.4 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.
- 12.5 The tender security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed contract agreement.
- 12.6 All correspondence regarding release/extension of bid security shall be made with Director (Procurement) NTC HQ.
- 12.7 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 to clarifications called by NTC.

13 VALIDITY OF BIDS

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

14 DEADLINE FOR SUBMISSION OF BID

- 14.1 The bid shall be uploaded in PDF format on PPRA EPADS website i.e. www.eprocure.gov.pk on or before **1100 hours on February 18, 2026**.
- 14.2 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.
- 14.3 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.

15 MODIFICATION & WITHDRAWAL OF BID

- 15.1 Any bidder may modify or withdraw their bid after bid submission provided that written notice of the modification or withdrawal is received by the concerned officer prior to the deadline for submission of bids.
- 15.2 No bid may be modified or withdrawn by a bidder after the deadline for submission of bids.

16 OPENING OF BID

- 16.1 The NTC tender committee will open/download the bids at **1130 hours on dated February 18, 2026** in the presence of bidders' representatives who choose to attend, at NTC HQ G-5/2 Islamabad.
- 16.2 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.
- 16.3 The tender committee will resolve any issue raised by the bidders, on the spot.

- 16.4 NTC reserves the right to reject any one or all bids prior acceptance of a bid / proposal.
- 16.5 NTC reserves the right to reject any one or all bids as per Public Procurement Rules, 2004 33(1).

17 RESPONSIVENESS OF BIDS

- 17.1 Valid Bid security is submitted.
- 17.2 The bid is valid till required period.
- 17.3 The bid prices are firm during its validity and inclusive of all taxes, duties etc.
- 17.4 The bidder is eligible to tender and possesses the requisite requirements as per qualification criteria.
- 17.5 The bid does not deviate from basic tender requirements.
- 17.6 The bid is generally in order etc.
- 17.7 The bid complies to the tender document commercial clauses.
- 17.8 The bidder has submitted Technical Compliance sheet as per Annex-B.

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."

18 EVALUATION CRITERION FOR MOST ADVANTAGEOUS BIDDER

- 18.1 The tender evaluation committee will evaluate and compare only the bids previously determined to be substantially responsive.
- 18.2 Evaluation will be carried out on **qualification, quality and cost basis**.
- 18.3 The **Most advantageous bidder** shall be the one fully compliant to **qualification criteria, compliant to quality criteria** and **highest ranked** in cost evaluation criteria as defined below:

18.4 Qualification Evaluation Criteria:

In first step, the technical bids shall be evaluated on the basis of conditions for qualification Clause 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 as disqualified and will not be considered for further evaluation proceedings.**

18.5 Quality Evaluation Criteria:

After determining the qualification, the technical bids will be examined in detail whether the quoted bid complies to the technical specifications and evaluation criteria mentioned **at Annex-B**. For this purpose, the bidder's data submitted including statement of compliance, Datasheets and manuals with the bid will be compared with terms and conditions set forth in the tender documents; NTC at its discretion may ask supported documents & clarification in case compliance is not evident from the literature/ documents submitted. The bidders are required to fully comply to all the mandatory clauses of Technical Specifications to qualify quality evaluation.

18.6 Cost Evaluation Criteria:

- Cost evaluation of the financial bids shall be carried out by comparison of bids evaluated prices in total as per bill of quantity at [Annex-A](#). The bidder with **lowest financial price** will be declared as **highest ranked** and so on.
- 18.7 Any effort by a bidder to influence NTC in the tender evaluation, bid comparison or order award decision may result in the rejection of their bid.
- 18.8 Any minor informality or non-conformity or irregularity in the bid which does not constitute a material deviation may be waived by NTC, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- 18.9 Quoting of all BoQ items is mandatory. In case the bidder has not quoted any BOQ item then the bidder will be required to quote that item on Free-of-cost basis to NTC otherwise the bid will be disqualified.

19 CLARIFICATIONS / CORRECTIONS OF BID

- 19.1 To assist in the examination, evaluation and comparison of the bids the committee, at its discretion, may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 19.2 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.
- 19.3 If the bidder does not accept the corrected amount of bid, their bid will be rejected and its tender security forfeited.

20 COMMERCIAL COMPLIANCE STATEMENT

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

21 VARIATION ORDER

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

22 AWARD CRITERIA & NTC'S RIGHT

- 22.1 The bid of eligible and commercially compliant bidder with financially lowest evaluated cost shall be considered as **most advantageous bid**. Contract will be awarded to most advantageous bid on **as-a-whole basis**.
- 22.2 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.

23 NOTIFICATION OF AWARD & SIGNING OF CONTRACT AGREEMENT

- 23.1 Prior to expiration of the period of tender validity prescribed by NTC, the NTC will notify the successful bidder Letter of Intent (LoI) through EPADS that their tender has been accepted.
- 23.2 Within 5 days from the date of furnishing of acceptable performance security under the condition of contract, the formal contract shall be executed with the successful bidder.
- 23.3 If the successful bidder does not accept LOI of NTC within the bid validity period, NTC may confiscate the bid security and cancel the award of work.

SECTION-II

TERMS & CONDITIONS OF CONTRACT

1 PERFORMANCE SECURITY

- 1.1 The successful bidder shall furnish to the NTC a performance security equivalent to 10% of the contract value (Excluding warranty Services at Bill of Quantity) in the shape of Pay order or CDR or bank guarantee valid for a period of **06 months** as per [Annex-F](#) prior to the signing of contract. This Performance security shall be released upon successful completion of warranty period notified by issuance of **Provisional Acceptance Certificate** and **Nil Discrepancies Certificate** by NTC.
- 1.2 The successful bidder shall furnish to the NTC a performance security equivalent to 10% of the contract value against warranty Services at Bill of Quantity in the shape of Pay order or CDR or bank guarantee valid for a period of **40 months** as per [Annex-F](#) prior to the signing of contract. This Performance security shall be released upon successful completion of warranty period notified by issuance of **Final Acceptance Certificate** by NTC.
- 1.3 The performance security shall be further extended if the delivery or completion of work is delayed. Furthermore, the contractor shall extend the performance security to cover the warranty period.
- 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 (Procurement) NTC HQ.

2 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall be responsible for the following:

- 2.1 For the execution of this project for Supply, Installation, Testing and Commissioning of the Bill of Quantity (BoQ) as per [Annex-A](#) and Technical Specifications at [Annex-B](#) on DDP Site Turnkey Basis.
- 2.2 The contractor shall supply, install, test and commission the equipment in accordance with the contract.
- 2.3 All types of transportation for delivery of software / solution at final destination will be the responsibility of the contractor.
- 2.4 The contractor shall not subcontract the whole of the works. The contractor shall not subcontract any part of the works without the consent of the NTC.
- 2.5 The Contractor shall execute the basic and detailed design and the implementation activities necessary for successful installation & commissioning of the solution in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice. The Contractor shall prepare and furnish the documents for the Project Director's approval or review. Any part of the System covered by or related to the documents to be approved by the Ultimate Consignee/Project Director shall be executed only after the approval of these documents.

- 2.6 The Contractor shall conduct an engineering survey of sites and shall submit the Project implementation schedule to Project Director NTC within 01 x week after signing the contract.
- 2.7 The contractor shall provide the detailed literature for the installed solution in the form of hard copies and soft copies as mentioned in the BOQ, covering all the details of the solution and their operations, maintenance procedures.
- 2.8 The contractor shall carryout installation and commissioning according to the implementation schedule, including all action/activities and inform/update Project Director of NTC.
- 2.9 The contractor shall supply, install, Test, commission, provide warranty and support as described in Bill of Quantity at Annex-A, Technical Specifications at Annex-B and Warranty services at Annex-C.
- 2.10 The contractor shall complete the project in completion Time.

3 NTC's RESPONSIBILITIES

NTC shall be responsible for the following:

- 3.1 Project Director shall arrange to provide the requisite data and site access for implementation of the project.
- 3.2 Project Director shall assist in timely and satisfactory completion of the project in their areas of jurisdiction as per SOW.
- 3.3 Project Director shall be responsible to verify the delivery BOQ against contract, to issue Provisional Acceptance Certificate & Final Acceptance Certificate and to coordinate with any third party (if required). PD will also be responsible to verify the delivery challans of the delivered solution by the contractor.
- 3.4 Project Director shall get approval of the PAT documents from GM (Data & IT) NTC HQs.
- 3.5 Project Director NTC shall nominate team for PAT for approval of GM (Data & IT) NTC.
- 3.6 Project Director NTC shall be responsible for coordination with the Ultimate Consignee i.e. a Federal Govt Organization in Islamabad regarding implementation and operation of the project.

4 TRANSPORTATION / PACKING

All types of transportation for delivery of equipment / solution at final destination will be the responsibility of the contractor. Contractor shall ensure proper / international packing of equipment to avoid deterioration of equipment etc. Imported Equipment should be supplied direct from port to destination without any change or local tampering

5 TIME FOR COMPLETION

The contractor shall complete supply, installation, testing, and commissioning all equipment, civil works, and electrical/mechanical systems within **8 (Eight) Weeks** from the date of signing of contract.

6 WARRANTY

- 6.1 The contractor shall be responsible to provide **three years onsite warranty** as per Bill of Quantity including Parts and Labor. The warranty shall be officially backed

- by the manufacturer. Bidder / Contractor shall provide assurance that the warranty is directly serviced and backed by the manufacturer without any local top-up.
- 6.2 During the warranty period, the contractor shall arrange to provide Local partner support along with onsite support as per Warranty Services at **Annex-C** w.e.f date of issuance of **Provisional Acceptance Certificate (PAC)** till **Final Acceptance Certificate (FAC)** by NTC.
- 6.3 During the warranty period, the contractor shall arrange to provide OEM support (ticket base support/subscription and hardware warranty NBD (Including OEM support components already mentioned). Applicable w.e.f date of issuance of Provisional Acceptance Certificate (PAC).
- 6.4 The Contractor warrants that all goods, equipment, and works delivered and executed under the Contract are:
- Brand new, unused, and incorporate the latest improvements in design and materials;
 - Free from defects in material, workmanship, or construction;
 - Not refurbished, stolen, obsolete, or smuggled.
- (The Contractor shall furnish a written undertaking to this effect at the time of delivery or submission of completion documents.)
- 6.5 The warranty shall remain valid for a period of **THREE (03) YEARS**, commencing from the date of issuance of the **Provisional Acceptance Certificate (PAC)** by NTC.
- 6.6 NTC shall promptly notify the Contractor in writing of any claims arising under this warranty. Upon such notification, the Contractor shall, at its own cost and risk, repair or replace the defective item(s), equipment, or work(s) within a reasonable time, not exceeding seven (07) calendar days.
- 6.7 If the Contractor fails to remedy the defect(s) within the specified time after receipt of notice, NTC shall be entitled to take remedial actions as deemed necessary, at the risk and expense of the Contractor, without prejudice to any other contractual rights or remedies available to NTC.
- 6.8 Without prejudice to any other clause of this Contract, the Contractor shall promptly correct, at no additional cost to NTC, any defect in work previously corrected if it reoccurs or is found to have been improperly rectified, provided that such notice is issued within the warranty period.
- 6.9 If no defect or discrepancy is reported by the Ultimate Consignee(s) / Project Director during the warranty period, the performance security submitted by the Contractor shall be released by Director (Procurement), NTC HQs, after issuance of Final Acceptance Certificate.
- 6.10 During the warranty period, the contractor shall arrange to provide OEM support (Ticket base support/subscription and hardware warranty Next Business Day (NBD) applicable w.e.f date of issuance of PAC till Final Acceptance Certificate.

7 LIQUIDATED DAMAGES

- 7.1 Unless the failure to complete the work is caused by force majeure or delay is not on part of NTC, the contractor shall pay to NTC as liquidated damages of the delayed section or part of delayed section, at rate of 0.5% of the delayed portion,

up to a maximum of 10% of the contract value and the same will be recovered from the Contractor at the time of payment.

- 7.2 In case of force majeure the LD charges may be waived off by NTC on receipt of request from contractor with documentary evidences. If the delay is on the part of NTC, and agreed by NTC, then for that time no liquidated damages will be paid to NTC. NTC shall have discretion to impose/waive off LD Charges based on the performance of contractor.

8 PROVISIONAL ACCEPTANCE CERTIFICATE

- 8.1 The contractor shall provide Provisional Acceptance Testing (PAT) documents of the equipment part to the Project Director for vetting and approval of GM (Data & IT) NTC HQs after signing of the contract.
- 8.2 Upon completing the supply, installation and commissioning of all the equipment, the contractor shall notify the Project Director in writing to initiate the Provisional Acceptance Test (PAT) of the equipment part. The Project Director shall nominate a committee to conduct the PAT for approval of GM (Data & IT). The approved PAT Team shall carry out PAT in accordance with the approved PAT protocols, verifying the installed equipment against the contract specifications.
- 8.3 The contractor shall do all necessary arrangements for the PAT testing as per approved PAT protocols. Upon successful completion of the PAT, the nominated team will sign the PAT report, confirming compliance.
- 8.4 After the successful conduct of the PAT and work inspection, the Project Director NTC shall issue Provisional Acceptance Certificate (PAC) based on the PAT results and work verification/inspection. If the PAC is not issued within one (01) week of the PAT and work inspection, the Project Director shall provide reasons of the delay within one week after receiving a formal request from the contractor.
- 8.5 Any discrepancies or deficiencies identified during the PAT or work inspection will be communicated to the contractor, who shall address them promptly, but no later than fourteen (14) days from the date of notification. In such cases, the PAC will only be issued upon successful rectification of the discrepancies and completion of the required tests to the satisfaction of the PAT team.
- 8.6 Delays in issuing the Provisional Acceptance Certificate (PAC) will be attributed to the contractor only if discrepancies identified during the PAT remain unresolved by the contractor.
- 8.7 The Provisional Acceptance Certificate (PAC) will be valid for warranty period of 36 months from effective date of issuance.
- 8.8 Any Minor / Non-service affecting discrepancies shall be appended with PAC as Annexure.

9 NIL DISCREPANCY CERTIFICATE

- 9.1 Upon successful issuance of the Provisional Acceptance Certificate (PAC), and subsequent resolution of Any Minor / Non-service affecting discrepancies the Project Director shall issue a Nil Discrepancy Certificate (NDC) in favor of the contractor for that specific site, after being fully satisfied with the completeness of the work executed thereon.
- 9.2 Issuance of the NDC shall not absolve the contractor of their obligations during the warranty period.

10 TERMS OF PAYMENT

- 10.1 All payments against **equipment and services (Excluding Warranty Services)** shall be processed by Finance Wing NTC HQs through Director (Procurement) NTC HQs subject to invoice verification by Project Director in following manner:
- 60% payment** of contractual equipment value (Excluding Services) shall be made upon successful delivery of equipment at destination which shall be proved by duly verified delivery challans by NTC and Ultimate Consignee.
 - 35% payment** of contract value will be made upon issuance of Provisional Acceptance Certificate (PAC) by Project Director.
 - 05% payment** will be made upon issuance of Nil Discrepancy Certificate (NDC) by Project Director.
- 10.2 All payments against **Warranty Services** shall be processed by Finance Wing NTC HQs through Project Director NTC HQs subject to invoice verification in the following manner:
- Warranty Services payment** shall be made upon successful delivery of services on **quarterly basis** upon issuance of **Warranty Quarterly Acceptance Certificate** by NTC Project Director.
- 10.3 The Contractor will submit the commercial invoice & sales tax invoice in triplicate to NTC. The Contractor will clearly mention NTN & GST number of both supplier & purchaser on the invoice (NTC NTN # 1218153-6, NTC GST # 07-01-9802-013-64).
- 10.4 All the payments shall be made through cross cheque in the Pak Rupees.
- 10.5 Taxes will be deducted as per government rules at the time of payment.

11 CONTRACTOR'S NEGLIGENCE

- 11.1 The contractor will indemnify NTC against actual losses, subject to limitation of liability not exceeding 10% of the contract value as detailed hereinafter for loss and / or damage to property and / or persons of NTC arising from negligence errors or omissions or default and / or infidelity during period of this contract and arising out of and in the course of the performance by the contractor of its obligations under this contract. However, the said clause will be governed by prevailing laws of Islamic Republic of Pakistan.
- 11.2 The laws of Islamic Republic of Pakistan shall prevail in case of any inconsistency / anomaly.

12 FINAL ACCEPTANCE CERTIFICATE

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

13 TRAINING

- 13.1 The contractor shall arrange to provide free of cost, preliminary on-site 05 x days Training to 05 x NTC/WMS/Ulimate Consignee Officers regarding Operation & Maintenance of the supplied items.

14 DEFAULT BY CONTRACTOR

- 14.1 If the contractor fails to provide the services, refuses or fails to comply with a valid instruction of the NTC, the NTC may give notice and stating the default.
- 14.2 If the contractor has not taken all practicable steps to remedy the default within 14 days after receipt of NTC notice, the NTC may by a second notice cancel the contract and confiscate the performance security.

15 ARBITRATION AND APPLICABLE LAW

- 15.1 This Agreement shall be governed under Pakistani law and the Courts at Islamabad shall have exclusive jurisdiction over any matter that may be referred to a Court under this Agreement.
- 15.2 In the event that any dispute arises between the Parties under this Agreement, one Party shall issue notice to the other Party to mutually negotiate a resolution to the dispute. If the negotiations fail to resolve the dispute within seven (7) days of receipt of the notice, the dispute shall be referred to the Managing Director, National Telecommunication Corporation ("MD") or their nominee who shall provide a personal hearing to Contractor and render a decision thereon within a period of thirty (30) days. In the personal hearing conducted pursuant to this clause, the Contractor shall not be represented by a legal practitioner within the meaning of the Legal Practitioners and Bar Councils Act, 1973.
- 15.3 If the Contractor is aggrieved of the decision of the MD or their nominee rendered under clause (ii) hereof, the Contractor may refer the dispute to arbitration within thirty (30) days of the date of the decision of the MD or their nominee under the Arbitration Act, 1940 or any law that the Arbitration Act, 1940 is repealed, amended, or modified by at the time of referral of the dispute to arbitration. The arbitration shall be conducted before a Sole Arbitrator to be appointed by the consent of the Parties. The seat and venue of arbitration shall be at the National Telecommunication Corporation Headquarters, Sector G-5/2, Islamabad. The arbitration and the award thereof shall be conducted in the English language.
- 15.4 The costs and fees of the Sole Arbitrator shall be shared by the Parties equally. A Party shall bear the costs and fees of its legal practitioners and other personnel that a Party engages for the arbitration unless otherwise awarded by the Sole Arbitrator.

16 FORCE MAJEURE

- 16.1 The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 16.2 If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of

such Force majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for 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.

- 16.3 The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lock-outs or other industrial disturbance, act of public enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Pakistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other cause similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome.
- 16.4 The term of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding 12 (twelve) months from performing or accepting performance, the party concerned shall have the right to terminate this contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement
- 16.5 If a Force Majeure situation arises, the Contractor shall promptly notify NTC in writing of such conditions and the cause thereof. Unless otherwise directed by NTC in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

17 TERMINATION FOR INSOLVENCY

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.

18 TERMINATION FOR CONVENIENCE

The NTC may send a written notice to the contractor and terminate the contract in whole or in part any time for its convenience. The notice of termination shall specify that the termination is for the NTC's convenience, the extent to which performance or work under the contract is terminated and the date upon which such termination becomes effective.

19 PROJECT DIRECTOR & ULTIMATE CONSIGNEE

Project Director: Director (Data Center) NTC HQs Islamabad
Ultimate Consignee: Federal Government Organization in Islamabad

20 DEBARMENT / BLACKLISTING OF FIRM

- 20.1 As per clause-19 of the PPRA rules 2004, NTC reserves the right of debarment 'or' blacklisting of a firm, association, corporation, joint venture, company, partnership or any other legal entity subject to any of the following acts: -
- Consistent failure to provide satisfactory performance.
 - Contractor becomes insolvent.
 - Existence of judicial decision against a contractor in respect of a corrupt or collusive practice.
 - Submission of false and spurious documents, making false statements and allegations to gain undue advantage.
 - Commission of fraud.
 - Contractor abandons the contract.
 - Contractor without reasonable excuse fails to commence the work 'or' suspends the progress of work for 14 days.
 - 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.
 - 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.
- 20.2 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.
- 20.3 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.

21 REPEAT ORDER

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

22 INTEGRITY

- 22.1 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.

- 22.2 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.
- 22.3 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.

23 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](#).

24 REPEAT ORDER

Repeat Order may be placed in accordance with Public Procurement Rules 2004.

25 SURVIVAL

All accrued rights of the party shall survive the expiry or termination of this contract as shall all Clauses that by their nature are intended to do so, including, without limitation, obligations of indemnity, Intellectual Property Rights, Confidentiality and Dispute Resolution.

26 INTERPRETATION

This contract consists of the main body and Annexes, which constitute an integral part of this Contract.

27 COUNTERPARTS

This contract may be executed in two counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument.

28 SEVERABILITY

If any one or more of the provisions of this contract should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then:

- The validity and enforceability of all provisions of this contract not ruled to be invalid or unenforceable shall be unaffected;
- The effect of the ruling shall be limited to the jurisdiction of the court or other government body making the ruling;
- the provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to reform provision(s), to the minimum extent necessary to render them valid

and enforceable in conformity with the Parties intent as manifested herein;
and

- d) if the ruling and/or the controlling principle of law or equity leading to the ruling is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, then the provision(s) in question as originally set forth in this contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

29 INDEPENDENT CONTRACTORS

- 29.1 Each of the party is and shall remain at all times an independent contractor fully responsible for its own acts or defaults (including those of its employees or agents). None of the parties or its employees, agents or representatives shall engage in any acts which may lead any person believe that such party is an employee, agent or representative of any other party.
- 29.2 Nothing in this contract shall be deemed to constitute a partnership or other profit-sharing arrangement between the parties.

ANNEX-A: BILL OF QUANTITY

S. No	Item	AU	QTY	Unit Price without Tax	Unit Price with Tax	Total amount with Tax
A: Supply Items as per Technical Specifications at Annex-B						
1	Rack Server	No	3			
2	KVM and Console	No	1			
3	Rack Mounted End-to-End NVMe Storage Area Network (SAN)	No	1			
4	Firewall	No	2			
5	Microsoft SQL Server	No	1			
6	Business Class Laptops	No	2			
Subtotal (A) Amount in Pak Rupees inclusive of Taxes						
B: Warranty Services						
1	03 x Rack Server above 3 years onsite warranty with parts and labour. Warranty should be officially backed by the Manufacturer. Bidder must submit assurance that its warranty is directly serviced and backed by the manufacturer without any local top up. Warranty of supplied hardware shall be on line verifiable	Job	1			
2	KVM and Console On Site Three Years warranty backed by Manufacturer	Job	1			
3	Rack Mounted End-to-End NVMe Storage Area Network (SAN) 3 years onsite warranty with parts and labour. Warranty should be officially backed by the Manufacturer. Bidder must submit assurance that its warranty is directly serviced and backed by the manufacturer without any local top up. Warranty of supplied hardware shall be on line verifiable	Job	1			

4	<p>02 x Firewall ➤3 years Complete Security Features License and hardware on-site warranty with parts and labour and software & firmware upgradeable. ➤3 Years 24 x 7 x 365 Technical Support Service</p>	Job	1			
5	<p>Business Class Laptops 3 years onsite warranty with parts and labour. Warranty should be officially backed by the Manufacturer. Bidder must submit assurance that its warranty is directly serviced and backed by the manufacturer without any local top up.</p>	Job	1			
Subtotal (B) Amount in Pak Rupees inclusive of Taxes						
C: Installation Services at Site as per Technical Specifications at Annex-B						
1	Delivery, installation, commissioning and testing of supplied hardware on the site.	Job	1			
2	Configuration of Storage Raid Level and Volumes.	Job	1			
3	Creation of RAID Levels and Volumes on Servers.	Job	1			
4	Installation of windows OS on Servers	Job	1			
5	Integration of Servers with Storage with redundant connectivity for Mount Point of data on servers.	Job	1			
6	Windows OS failover cluster for MS SQL Server.	Job	1			
7	Installation and configuration of MS SQL Server in Cluster mode as per requirement of WMS technical team	Job	1			
8	MS SQL backup restore/transfer from existing server to new server with WMS team	Job	1			

9	Firewall and switch full configuration as per user requirements. and integration of firewall within current security set up	Job	1			
10	Any other installation to complete the solution.	Job	1			
11	Testing of complete solution on WMS requirement.	Job	1			
Subtotal (C) Amount in Pak Rupees inclusive of Taxes						
Grand Total amount (A+B+C) inclusive of Taxes in Pak Rupees						

ANNEX-B: SPECIFICATIONS OF THE ITEMS BOQ SOLUTION OF WMS

Item No	Item	QTY	Specification	100% Compliance Whether bidder's specifications are as per given specifications. Please reply (YES or NO). In case of higher specifications, please mention against each.		
				Compliance Mandatory (M) / Optional (O)	Bidder Statement	
					FC	NC
1	Rack Server	3	Brand Name			
			Rack Server with Rails kit with accessories including Cable Management, KVM Display cable, power cables, PDU if required	M		
			Complete Server Management Software	M		
			2 Way, 2x 5th Gen Intel Xeon Gold 6517P/higher 3.2GHz/higher, 16C/higher, or higher	M		
			Latest Intel Chipset	M		
			256 (4*64GB or higher) 2Rx4 DDR5-5600 R ECC/higher expandable to 32 Slots or above	M		
			2 x SSD SAS 24G 1.6TB Mixed-Use 2.5' Hot Plug EP /higher	M		
			DVD-RW Drive	M		
			RAID controller with 4GB Cache (Support RAID 0, 1, 10, 5 & 6)	M		
			4 x 1Gigabit Ethernet and 2 x 10GB RJ45 Ports	M		
			USB 3.0 ports			
			1xDouble Port Fiber Channel Controller 32Gbit/s with multimode Connector, 6th Generation (HBA) with NVMe support	M		
			All types of Virtualization platforms	M		
			Hot-Swap Redundant Power Supply (900 W)/or above	M		
			Management Controller with graphical Console	M		
Bidder have to install MS Windows Server St 2022/latest with License Key provided by vendor	M					
3 years onsite warranty with parts and labour. Warranty should be officially backed by the Manufacturer. Bidder must submit assurance that its warranty is directly serviced and backed by the manufacturer without any local top up. Warranty of supplied hardware shall be on line verifiable	M					

2	KVM and Console	1	Brand Name			
			Eight port KVM Switch with complete console cables	M		
			17" Rack Mounted Screen with Integrated Keyboard & touchpad Mouse	M		
			On Site Three Years warranty backed by Manufacturer	M		
3	Rack Mounted End-to-End NVMe Storage Area Network (SAN)	1	Brand Name			
			End-to-End NVMe All Flash System, 16 TB Usable capacity With RAID5 (100% NVMe SSD) 3.8TB/ higher NVMe SSD 2.5 Inch	M		
			Latest NVME drives with 100% performance / health	M		
			Global Host Spare Should be Supported, Hot Plug, Hot Spare Drive 3.8TB/ higher NVMe SSD 2.5 Inch (min 2/ higher NVMe SSD Hot plug Hot spare Drives., Mini 1/higher NVMe SSD Hot plug Hot spare for each array)	M		
			100% NVMe drive Interface/Connectivity	M		
			Cache at least 32GB per Array/storage	M		
			Dual/Redundant Controllers	M		
			Hosts Ports: Min. 8 Fiber channel host ports @ 32Gb/s, Storage should support 10Gbps & 25Gbps iSCSI, 8 x 32Gb FC 6th Generation each controller	M		
			Management Ports through Web GUI RJ45	M		
			Storage Should have support minimum 24 NVMe Drives	M		
			Fully redundant Storage System must feature full NVME Over Fiber channel with minimum 32Gb/s end to end.	M		
			Including all cables as per storage requirement	M		
			Offered Storage system should have Dual storage processors in Active / Active mode (RAID Controllers)	M		
			RAID: 0, 1, 10, 5 & 6. RAID Level Migration: Supported without any down time	M		
			Dynamic LUN Management and preferred LUN security	M		
			Dynamic sparing should be capable of replacing any failed disk within the box, Preferred Cache Protection: fully protection cache, The proposed storage system solution must not have any single Point of Failure.	M		
			Supports all major operating system platforms	M		
All Virtualization platforms: i.e. VMware, XenServer, Hyper-V, Value-added features: VMware VAAI/VASA/SRM, Hyper-V , vSphere, vCenter	M					

			Centralized Array Management Software supported for additional storage (local or remote supported).	M		
			Host multi-path Failover Software for 3-4 Servers/more	M		
			GUI management interface, Remote Management & Maintenance, Array should be Supported Mirroring, Synchronous & Asynchronous	M		
			Web Management should be by redundant controller through network RJ45 port and redundant management port	M		
			Thin provisioning and multipath Software must be included. (License (wherever required) must be for storage life time.	M		
			3 years onsite warranty with parts and labour. Warranty should be officially backed by the Manufacturer. Bidder must submit assurance that its warranty is directly serviced and backed by the manufacturer without any local top up. Warranty of supplied hardware shall be on line verifiable	M		
4	Firewall		Brand Name			
			Latest Next Generation Firewall, Rack mountable with Kit	M		
			Intrusion Prevention System (IPS), Anti-Virus & Anti-Malware, anti-spyware, Advance Threat Protection, Email Security, Cloud-Based Sandbox, SSL Inspection, Web Filtering, Application Control, Traffic Shaping and Local Report Center, file blocking, anti-spam, anti phishing, URL blocking and filtering, content filtering. Proactively block new discovered sophisticated attacks in real time with AI-powered	M		
		2	NGFW Throughput: 20Gbps or higher	M		
			Threat Protection Throughput: 1.3Gbps or higher	M		
			System Storage: 64GB SSD or higher	M		
			2 x GE RJ45 WAN Interfaces or higher	M		
			4 x GE RJ45 ports or higher	M		
			4 xGE SFP slots with 10 Gbps transceivers or higher, USB Port	M		
			Must Support: NAT, DHCP, VLAN, Routing, OSPF, BGP, ACL, IPsec VPN and SSL VPN	M		
			Application-Layer Security/ layer 2 transparent firewalling	M		
			All above features shall be working without interruption even license/warranty is expired Min 3 Years subscription or any whichever required to meet the security requirements of WMS to secure the servers	M		

			Concurrent threat mitigation throughput (Mbps) (firewall +IPS services): 300 Mbps	M		
			3 years Complete Security Features License and hardware onsite warranty with parts and labour and software & firmware upgradeable	M		
			3 Years 24 x 7 x 365 Technical Support Service	M		
5	Microsoft SQL Server	1	SQL Server St 2022 /latest (1 server +5 CALS)	M		
6	Business Class Laptops	2	Brand Name			
			Intel® Core™ Ultra 7 155H processor, up to 4.8 GHz, Latest Generation or above	M		
			Chipset Launch year 2023-24 or above	M		
			Display: 15.6 Full HD Antiglare Display Touch	M		
			RAM: 1 X 32GB DDR5 4800 MHz or above	M		
			Drive: PCIe NVMe 2 TB SSD M.2 or above	M		
			Integrated Video, Intel ® UHD Graphics/equivalent	M		
			HD Audio Microphone/Headphone Jack 2x Digital Array Mics & HD Camera with LED Status	M		
			USB 3.0, VGA, Com Port, HDMI, SATA	M		
			Standard AC Adopter compatible to Pakistan with power cable	M		
			Lithium polymer 4-8 Cell battery	M		
			Branded carrying bag of same brand	M		
			Intel Ethernet LAN 10/100/1000, Intel Dual Band Wireless, Bluetooth	M		
			Preloaded Licensed Windows 11 /higher Professional with Recovery support	M		
			Anti-microbial, spill-resistant, isolated keyboard Keys85-128, status LED Multi gesture precision touchpad with two buttons, power button	M		
Hardware serial No., Part No and warranty should be verifiable from OEM, Refurbished, Used, End of life and near end-of-life equipment is not allowed	M					
	M					
			3 years onsite warranty with parts and labour. Warranty should be officially backed by the Manufacturer. Bidder must submit assurance that its warranty is directly serviced and backed by the manufacturer without any local top up.			

7	Installation requirement of WMS	1 Delivery, installation, commissioning and testing of supplied hardware on the site.	M		
		2 Configuration of Storage Raid Level and Volumes.	M		
		3 Creation of RAID Levels and Volumes on Servers.	M		
		4 Installation of windows OS on Servers	M		
		5 Integration of Servers with Storage with redundant connectivity for Mount Point of data on servers.	M		
		6 Windows OS failover cluster for MS SQL Server.	M		
		7 Installation and configuration of MS SQL Server in Cluster mode as per requirement of WMS technical team	M		
		8 MS Sql backup restore/transfer from existing server to new server with WMS team	M		
		9 Firewall and Switch full configuration as per user requirements. and integration of firewall within current security set up	M		
		10 Any other installation to complete the solution.	M		
		11 Testing of complete solution on WMS requirement.	M		

ANNEX-C: WARRANTY SERVICES

1. SCOPE OF WORK

This warranty Services covers OEM support and local partners support for the period of three years as mentioned in the Bill of Quantity.

2. Details of Support Mechanisms under warranty Services

- a) Advanced maintenance support and hardware replacement support including on site visit in case of critical issues resolution, physical onsite support, and seeking online support if required.
- b) Provide 24x7x365 Help Desk (NBD (Next Business Day) for logging of support incidents, and OEM.s Portal to NTC for each product for support mechanism
- c) The details of the support document should be provided for the evaluation of the project and for the agreement of the warranty services.
- d) Detailed mechanisms for provision of support need to be provided with the RFP solution.
- e) Contractor will provide Responsibility for smooth warranty operations.

3. Severity Levels

3.1 Severity One (Urgent)

A severity one (1) issue is a catastrophic problem which may severely impact the Required Service\Solution Availability, in such case, part or all Required Service\Solution production components are down or not functioning; loss of production data and no procedural work around exists.

Examples of Severity one cases: DB becoming corrupted or inaccessible, or service effecting component of Firewall is faulty.

3.2 Severity Two (High)

A severity two (2) issue is a problem where the Required Service\Solution is functioning but in a severely reduced capacity. The situation is causing significant impact to portions of business operations and productivity of Required Service\Solution. The system is exposed to potential loss or interruption of service.

Example of Severity two cases: one node of cluster becomes down or unavailable, inability to update DB by entities representatives or solution administrators, or inability to synchronize data between DB nodes, or fault in hardware component resulting in reduced capacity/performance functionality.

3.3 Severity Three (Medium)

A severity three (3) issue is a medium-to-low impact problem which involves partial non-critical functionality loss one which impairs some operations but allows the Required Service\Solution users/administrators to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to the client's operation and issues in which there is an easy circumvention or avoidance by the end user.

3.4 Severity Four (Low)

Important problem but it can wait no loss of functionality or impact to the client's operation and issues in which there is an easy circumvention or avoidance by the end user.

Table 1: Response, Resolution, times for different severity levels

S.No	Severity	Response Time	Resolution Time
a	1	1 hour	8 hours
b	2	3 hours	24 hours
c	3	5 hours	48 hours
d	4	12 hours	72 hours

* Support required on 24 x 7x 365 basis

Note: The Severity will be decided and informed by NTC, and contractor support team will be informed through the support/Log and also via call to the KAM (Key account Manager) who will be the POC for replies/updates as and when required by end user.

Where:

4. **Response Time:** Time taken to acknowledge receiving of reported incident calculated from the time sending an email explaining the incident, opening a ticket on Contractor ticketing system, or conducting a phone call with the assigned support engineer by the Contractor or Contractor's first line of support.
5. **Resolution Time:** Time taken to solve the reported incident completely. Resolution Time is calculated from the end of the defined response time for each severity level as shown in the above table.

6. Escalation Procedure and Penalties

For incidents classified as Severity Level 1, 2, 3 & 4, if Contractor:

1. **Passed the Response Time:** First level of escalation will be applied by notifying Contractor's Technical Support Manager or the assigned contact person.
2. **Passed the Resolution Time:** NTC is entitled to fix the problem and to apply penalty on the M/S Bidder Pakistan in accordance with the following criteria in the below table and all costs incurred by NTC for fixing will be charged to the M/S Bidder Pakistan.

Table 2: Penalties

Severity	Definition	Penalty
1	Must be done, essential to business survival. Business can't continue	A penalty of 2 % of the monthly Warranty invoice value shall be applied for each hour pass the resolution time. If delay continues, for more than three days; then 3rd party will be called to fix the problem and cost of the same will be borne by the contractor for respective site.
2	Should be done, near essential to business survival.	A penalty of 4% of the monthly Warranty invoice value shall be applied for each day pass the resolution time for respective site. This

		penalty will be applied for the maximum duration of 4 days; after that, 3rd party will be called to fix the problem.
3	Could be done, high benefit to business if time and resources are available.	A penalty of 5% of the monthly Warranty invoice value shall be applied for each day pass the resolution time for respective site. This penalty will be applied for the maximum duration of 5 days; after that, 3rd party will be called to fix the problem.
4	Important problem but can wait	A penalty of 2% of the monthly Warranty invoice value shall be applied for each day pass the resolution time for respective site. This penalty will be applied for the maximum duration of 5 days; after that, 3rd party will be called to fix the problem.
Maximum penalty of 10% of the monthly warranty invoice value shall be imposed.		

7. Reporting, Health Checks of the provided Solution:

The provided equipment will be checked periodically by M/S Bidder Pakistan, and a quarterly report will be submitted to NTC that will mention the following:

- a) Health Check and summary of the product issues.
- b) Utilization/consumption details of the Hardware/Software.
- c) Performance analysis of the hardware/software and possible measures to minimize the faults in the next quarter.
- d) Summary of the resolved complaints and recommendations to minimize the faults, with timelines of fault starting and fault resolution.
- e) Updates of the provided software versions and health checks of the tools, through reports.
- f) The compliance status of the applicable controls standards to help NTC meet the standards and audit requirements.

8. Remote Troubleshooting

After receiving a service request for rectifying a network or system fault, M/S Bidder Pakistan engineers will first analyze and handle the fault remotely and then rectify it in the shortest possible time. There are two methods of remote troubleshooting: telephone support and remote access.

a. Telephone Support

After receiving a service request from NTC, M/S Contractor will respond to NTC/US through phone calls within the time period defined in the Service Level Agreement

(AGREEMENT) and help to analyze and locate the problem. Then the engineers will provide a solution and guide NTC in implementing the solution

b. Remote Access

If the fault or problem cannot be handled through telephone support, with necessary permissions, M/S Contractor will log in to the faulty equipment through a remote terminal to investigate the problem and collect data. After analyzing the causes, the engineers will rectify the issue. If necessary; the engineers will operate the equipment remotely.

c. Software Updates

To ensure that the equipment purchased by NTC, M/S contractor will provide software correction patches. All software patches have been verified and improved in the practical application environment or a simulated trial network and can remove or correct hidden problems in the original licensed software.

Software updates installation for 3 years will be provided and a quarterly check report will be provided from M/S contractor that would include product stability in the past quarter duration, updates of the installed versions, and satisfaction of the provided features.

Note: OEM Support department will arrange the kickoff meeting and explain all complete procedure from ticket registering to closure of the ticket.

a. Technical Reports

Contractor will provide the monthly maintenance reports (to be submitted after each monthly maintenance activity) performed and faulty reports as required by the NTC and shared between NTC technical team and contractor service teams as necessary. Similarly reports required by NTC/UC higher management regarding the system status and issues will be provided by the contractor as and when required.

Escalation Matrix from Bottom to Top [OEM]

Name	Position	Contact Number	Email ID [OEM]
	Head of Organization		
	ASM		
	Technical Director		
	KAM/ PM		
	24x7 x 365 Help Desk		

ANNEX-D: COMMERCIAL COMPLIANCE STATEMENT

Clause. #	Description	Fully Complied	Not Complied	Partially complied
SECTION-I				
1	INVITATION TO e-BIDS			
2	INTRODUCTION			
3	PROJECT OBJECTIVES			
4	SCOPE OF WORK			
5	QUALIFICATION CONDITIONS OF BIDDERS			
6	COST OF TENDERING			
7	CLARIFICATIONS OF TENDER DOCUMENTS			
8	AMENDMENT OF TENDER DOCUMENTS			
9	PREPARATION OF BID			
10	LANGUAGE OF BID DOCUMENTS			
11	PRICE			
12	TENDER SECURITY / EARNEST MONEY			
13	VALIDITY OF BIDS			
14	DEADLINE FOR SUBMISSION OF BID			
15	MODIFICATION & WITHDRAWAL OF BID			
16	OPENING OF BID			
17	RESPONSIVENESS OF BIDS			
18	EVALUATION CRITERION FOR MOST ADVANTAGEOUS BIDDER			
19	CLARIFICATIONS / CORRECTIONS OF BID			
20	COMMERCIAL COMPLIANCE STATEMENT			
21	VARIATION ORDER			
22	AWARD CRITERIA & NTC'S RIGHT			
23	NOTIFICATION OF AWARD & SIGNING OF CONTRACT AGREEMENT			
SECTION-II: CONTRACT CONDITIONS				
1	PERFORMANCE SECURITY			
2	CONTRACTOR'S RESPONSIBILITIES			
3	NTC'S RESPONSIBILITIES			
4	TRANSPORTATION / PACKING			
5	TIME FOR COMPLETION			
6	WARRANTY SERVICES			
7	LIQUIDATED DAMAGES			
8	PROVISIONAL ACCEPTANCE CERTIFICATE			
9	NIL DISCREPANCY CERTIFICATE			
10	TERMS OF PAYMENT			
11	CONTRACTOR'S NEGLIGENCE			
12	FINAL ACCEPTANCE CERTIFICATE			
13	TRAINING			
14	DEFAULT BY CONTRACTOR			

Clause. #	Description	Fully Complied	Not Complied	Partially complied
15	ARBITRATION AND APPLICABLE LAW			
16	FORCE MAJEURE			
17	TERMINATION FOR INSOLVENCY			
18	TERMINATION FOR CONVENIENCE			
19	PROJECT DIRECTOR AND ULTIMATE CON-SIGNEE			
20	DEBARMENT / BLACKLISTING OF FIRM			
21	REPEAT ORDER			
22	INTEGRITY			
23	DECLARATION OF BENEFICIAL OWNERS' INFORMATION			
24	SURVIVAL			
25	INTERPRETATION			
26	COUNTERPARTS			
27	SEVERABILITY			
28	INDEPENDENT CONTRACTORS			

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 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: _____



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 Sup-
plier 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

Witness: _____

Sworn & Sign before me
this day of.... ..
by. _____



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

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

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

			Total number of shares taken (in figures and words)				

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

Name & signature

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