



**NATIONAL TELECOMMUNICATION
CORPORATION**

HEADQUARTERS G-5/2, ISLAMABAD

e-Bidding documents

FOR

**Supply of Optical Fiber Cable (OFC) to NTC on Rate Running
Frame Agreement DDP Site Basis for a Period of One Year**

Through EPADS (www.eprocure.gov.pk)

e-Tender Notice # HQ/ADV-35/2025-26

Table of Contents

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



**Supply of Optical Fiber Cable (OFC) to NTC on Rate Running
Frame Agreement DDP Site Basis for a Period of One Year**



ANNEX-C: BID SECURITY FORMAT21
ANNEX-D: PERFORMANCE BOND FORMAT22
ANNEX-E: DECLARATION OF BENEFICIAL OWNER INFORMATION23



SECTION-I

INSTRUCTIONS TO THE BIDDERS

1 INVITATION TO e-BIDS

Tender Notice No. HQ/ADV-35/ 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 goods:

Tender No.	Description of Service	Last Date & Time of Bid Submission	Bid Opening Date & Time
35	Supply of Optical Fiber Cable (OFC) to NTC on Rate Running Frame Agreement DDP Site Basis for a Period of One Year	12-03-2026 @ 1100 Hrs	12-03-2026 @ 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

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 The objective of this Request for Proposal (RFP) is to invite bids from qualified vendors for the Supply of Optical Fiber Cables on Frame Agreement DDP Site Basis, as specified in [Annex-A](#) (Bill of Quantities) to be delivered at NTC's maintenance and Development Directorates.
- 3.2 The cables supplied shall conform to the standards & parameters mentioned in PTCL's technical specifications (latest TR-109). In case of conflicting specifications appearing in the documents, decision of NTC will be final and stricter version will hold good.

4 QUALIFICATION CRITERION OF BIDDERS

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

- 4.1 The firm must be registered with relevant tax authorities as active tax payer.
- 4.2 The firm must be manufacturer of Optical Fiber Cable in Pakistan.
- 4.3 The firm must have relevant experience of supplying OFC to NTC or PTCL or SCO or any other reputable telecom company / Organization in Pakistan. The firm shall provide contracts or purchase order or completion certificate of its previous supply record.
- 4.4 The firm must provide undertaking on at-least PKR 200/- Judicial Paper of following:
 - 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.
- 4.5 The bidder must fully comply to the tender clauses as per [Annex-B](#).

Note: *Prospective Bidder Must Provide Valid Documentary Proof against serial # (4.1 to 4.5) 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 SAMPLES

The bidder shall be responsible to provide non-refundable samples of each quoted item against Annex-A, which shall be as per specifications mentioned in scope of work i.e. TR-109. The samples must reach the office of Director (Procurement) Room # 05, Ground Floor, NTC HQ, G-5/2 Islamabad on or before bid submission deadline. Any online bid for which requisite samples does not reach prior to the deadline of the bid opening shall be rejected by the NTC as non-responsive.

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 or amend the tender documents by issuing an amendment on EPADS.
- 8.2 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.

9 PREPARATION OF BID

- 9.1 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 for each lot separately. 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.
- 9.2 Following documents shall be furnished / submitted with the bid:

- a. Duly filled Bill of Quantity (BoQ) as per [Annex-A](#).
- b. Duly filled Commercial Compliance Statement as per [Annex-B](#).
- c. Valid Tender security.
- d. Documentary evidence and undertakings as per qualification criteria.
- e. Company Profile
- f. Purchase Order/Contracts for Verification of experience.
- g. Samples as per RFT Clause 7.

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

10 PRICE

- 10.1 Prices should be quoted in Pak Rupees on DDP basis as per [Annex-A](#).
- 10.2 The prices shall remain valid for the period of frame agreement i.e. One (01) year.
- 10.3 The price quoted should be firm, final, and clearly written/typed without any ambiguity. Any overwriting will lead to cancellation of bid at the time of opening.
- 10.4 The quoted price should include all the applicable government taxes, custom duties, in-land transportation, & any other applicable charges.
- 10.5 It is mandatory that the rates / prices shall be quoted against each item in the Bill of Quantity (BOQ) at [Annex-A](#).
- 10.6 The bidder shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.
- 10.7 Price of any or all items quoted in a currency other than PKR shall be converted into PKR and for calculation purpose conversion rate (i.e. selling) prevailing on the date of tender opening (financial part) shall be applied.

11 BID SECURITY

- 11.1 The bidder shall furnish tender security amounting to **PKR. 1,000,000/-** (Pak Rupees One Million Only) in the form of Pay Order or Deposit at Call or a Bank guarantee as per [Annex-C](#) issued by a scheduled bank of Pakistan in favor of Managing Director NTC valid for a period 28 x days beyond the bid validity date.
- 11.2 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 March 12, 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 his 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 **1130 Hours on March 12, 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 download the bids at **1130 Hours on March 12, 2026** in the presence of bidders' representatives who choose to attend, at NTC HQ G-5/2 Islamabad.
- 14.2 NTC reserves the right to reject any one or all bids prior acceptance of a bid / proposal.
- 14.3 NTC reserves the right to reject any one or all bids as per Public Procurement Rules, 2004 33(1).

15 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 qualified to tender.
- 15.5 The bid is generally in order.
- 15.6 The bidder promptly responds to queries sought by NTC.
- 15.7 The bidder has complied to the tender clauses.

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

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 will be carried out on **qualification, quality and cost basis**.
- 16.3 The **Most advantageous bidder** shall be the one fully compliant to **qualification criteria**, compliant to **quality evaluation criteria** and **highest ranked** in cost evaluation criteria as defined below:
- 16.4 **Qualification Evaluation Criteria:**
In first step, the received bids shall be evaluated on qualification criteria mentioned at Clause 4 of the RFT and full compliance to the terms and conditions set out in RFT shall be evaluated as per [Annex-B](#). The bidders fully compliant to qualification criteria shall be declared as qualified. **Any firm found non-compliant in any of these conditions will be declared disqualified and will not be considered for further evaluation proceedings.**
- 16.5 **Quality Evaluation Criteria:**
It will be examined in detail whether the quoted item by the bidder complies to PTCL's Technical Specification latest TR-109. For this purpose, the bidder's data submitted with the bid will be compared technical specification latest TR-109. Moreover, the samples submitted by the bidders will also be inspected for compliance. **Any bidder who does not conform to technical specification TR-109 shall be disqualified by NTC.**
- 16.6 **Cost evaluation criteria:**
Cost evaluation of the bids shall be carried out by comparison of bids evaluated prices as per bill of quantity at [Annex-A](#) on Unit Rate on item-wise basis. The bidder with lowest Unit price will be declared as **highest ranked** for respective item and so on.
- 16.7 Financial / Cost Evaluation will be carried out on item-wise basis.
- 16.8 Any effort by a bidder to influence NTC in the tender evaluation, bid comparison or order award decision may result in the rejection of his bid.
- 16.9 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-B](#) (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 at [Annex-A](#). 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 item-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) have 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 amounting **PKR. 1,00,000/- (Pak Rupees One Million Only)** against the frame agreement contract in the shape of Pay order or CDR or bank guarantee valid for a period of 12 months as per [Annex-D](#) at the time of signing of contract.
- 1.2 The contractor shall also furnish to NTC a performance security equivalent to 10% of each PO issued under this rate running frame agreement, in the shape of bank guarantee or CDR or pay order valid for a period of 15 months as per [Annex-D](#) prior to issuance of purchase order.
- 1.3 The bank guarantee of performance security against purchase order shall be further extended if the delivery is delayed. Furthermore, the contractor shall extend the bank guarantee (if required) to cover the warranty period.
- 1.4 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.
- 1.6 Performance security shall be released upon successful completion of one-year warranty period.

2 CONTRACTORS RESPONSIBILITIES

The contractor shall supply the store in accordance with this contract. Contractors responsibilities include but not limited to:

- 2.1 The supplied store shall be as per PTCL's Technical Specifications TR-109.
- 2.2 The contractor shall be responsible to deliver the store as per Regional Distribution provided by NTC at the time of Purchase Order issuance.
- 2.3 The contractor shall be bound to deliver the store irrespective of quantity ordered.
- 2.4 The contractor shall make every effort to deliver the store at the earliest i.e. within completion time.
- 2.5 The contractor shall ensure international packing and labeling for safe transportation and identification of store.
- 2.6 The contractor shall coordinate with ultimate consignee(s) for delivery at site.
- 2.7 The contract shall not subcontract the whole of the works. The contractor shall not subcontract any part of the works without consent of NTC.

3 NTC RESPONSIBILITIES

NTC shall coordinate and facilitate the contractor for smooth supply of store in accordance with this contract:

- 3.1 NTC ultimate consignee(s) shall be responsible to conduct physical inspection of delivered store and issue Inspection Report(s) and GRN(s) for respective site within 10 days of the receipt of store.
- 3.2 NTC shall be responsible to process invoices for payment.

4 TRANSPORTATION/ PACKING

All types of transportation for delivery of store at final destination will be the responsibility of the contractor. The Contractor shall ensure proper standard packing on drums for safe transportation of the store.

5 TIME FOR COMPLETION

- 5.1 The contractor shall offer the store for Pre-Delivery Inspection within Eight (08) weeks from the date of signing of contract. After successful Pre-Delivery Inspection and issuance of Go-Ahead by NTC, the contractor shall be bound to complete the delivery within Three (03) weeks.
- 5.2 If any discrepancy is observed in the offered store by NTC, then delay will be attributed towards the contractor till the removal of discrepancies.

6 RATE RUNNING FRAME AGREEMENT

The Rate Running Frame Agreement for a period of One Year on DDP Site Basis will be signed on the unit rates. The unit prices quoted by the bidder shall remain valid for a period of one year from the date of signing of the Frame Agreement. During the said duration of the Frame Agreement, Director (Procurement) may issue multiple Purchase Order(s) to procure Optical Fiber Cables on Rate Running Contract DDP Site Basis (as and when required basis). The contractor shall manufacture the cables within 08 weeks from the date of placing of purchase order and complete onsite delivery within 03 weeks of GO-AHEAD by NTC. However, NTC does not guarantee and is under no obligation to issue purchase orders unless determined as required by NTC.

7 WARRANTY SERVICES

- 7.1 The contractor will warrant that the store supplied under the contract is brand new, un-used, and incorporates all recent improvements in design and materials and of good quality. **(The contractor shall also furnish an undertaking that the store supplied is not stolen, from old stock or smuggled).**
- 7.2 The warranty shall remain valid for a period of 01 (One) Year starting from the date of last delivery.
- 7.3 NTC shall promptly notify the supplier in writing of any claims arising under this warranty and the supplier will repair / replace the defective items within reasonable time without any cost to NTC.
- 7.4 If the contractor, having been notified, fails to remedy the defect(s) within a reasonable period, NTC may proceed to take such remedial actions as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which NTC may have against the Contractor under the contract.
- 7.5 Without prejudice to any other clauses of this contract, the Contractor shall promptly correct at no cost to NTC, any defect in any work of correction executed previously, upon receipt of written notice of defect within twelve months' warranty period from the acceptance of the corrected defect.
- 7.6 If no discrepancy is reported by the ultimate Consignee(s) within the warranty period, then the performance security shall be released by Director (Procurement) NTC HQs.

8 LIQUIDATED DAMAGES

Unless the failure to complete the delivery is caused by force majeure or delay is not on part of NTC, the contractor shall pay to NTC Headquarters as liquidated damages a sum up equivalent to @ 01% per week of the delayed store to a maximum of 10% of delayed portion of contract value and the same will be recovered from the Contractor at the time of payment. In case of force majeure the LD charges may be waived off by NTC on receipt of request from contractor with documentary evidences. If the delay is on the part of NTC, and agreed by NTC, then for that time no liquidated damages will be paid to NTC. NTC shall have discretion to impose/waive off LD Charges based on the performance of contractor.

9 PRE-DELIVERY INSPECTION AND TESTING

- 9.1 The contractor shall arrange inspection/testing of the store before delivery at his premises at its own cost.
- 9.2 On request of contractor's offering stores for inspection, Director (Procurement) NTC HQ will nominate the committee for inspection of the cited stores before delivery and will inform the bidder in-writing accordingly.
- 9.3 The nominated committee will carry out 100% physical inspection in light of prescribed specifications (latest TR_109) of the cited store in the premises of contractor and will issue an acceptance certificate to the bidder under intimate to Director (Procurement) NTC HQs accordingly.
- 9.4 The contractor will be responsible to arrange test equipment & testing of store at its own cost as per latest industry tests procedure.
- 9.5 Any discrepancies found will be intimated to the bidder who will arrange to sort out the discrepancy immediately but not later than 10 days from the date when he is informed about the discrepancy.
- 9.6 Whereas, CTO NTC shall have the authority to waive off inspection, if store is urgently required by region(s).

10 PAYMENT

- 10.1 100% payment of the delivered store will be made by Finance wing NTC HQ through Director (Procurement) NTC HQ after receipt of following documents duly signed by ultimate consignees:
 - Delivery Challans
 - Good Receipt Note
 - Physical Inspection Report
- 10.2 The Contractor will submit the commercial invoice & sales tax invoice in triplicate to Director (Procurement) NTC HQs along with duly verified delivery challan by authorized representative of Ultimate Consignee(s). 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). Taxes will be deducted as per government rules.
- 10.3 All the payments will be made by Finance wing NTC HQs through Director (Procurement) NTC HQs.
- 10.4 Taxes will be deducted as per government rules at the time of payment.

11 DEFAULT BY CONTRACTOR

- 11.1 If the contractor fails to supply the items, 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 APPLICABLE 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 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.
- 12.3 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.
- 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 for as possible be

- removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure.
- 13.3 The terms “Force Majeure” as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Pakistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other cause similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome.
- 13.4 The term of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding 12 (twelve) months from performing or accepting performance, the party concerned shall have the right to terminate this contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement.
- 13.5 If a Force Majeure situation arises, the Contractor shall promptly notify NTC in writing of such conditions and the cause thereof. Unless otherwise directed by NTC in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14 TERMINATION FOR INSOLVENCY

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

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 ULTIMATE CONSIGNEE(S)

Sr.	Ultimate Consignee	Site Address	Contact Details
(i)	Director NTC Islamabad	Old NTC HQs Building, F-5/1 Islamabad	Ph # 051-9262266 Fax # 051-9261721 Email: attaullah.khan@ntc.org.pk

Sr.	Ultimate Consignee	Site Address	Contact Details
(ii)	Director NTC Rawalpindi	NTC Microwave Station, Sector I-12, Islamabad,	Ph # 051-9278283 Fax # 051-9278282 Email: muhammad.rashid@ntc.org.pk
(iii)	Director NTC Peshawar	Telephone House, The Mall, Peshawar Cantt	Ph # 091-9211111 Fax # 091-9211011 Email: noor.hakim@ntc.org.pk
(iv)	Director NTC Lahore	6-Race Course Road, Lahore Cantt	Ph # 042-99201235 Fax # 042-99201236 Email: amjad.ikram@ntc.org.pk
(v)	Director NTC Multan	Office of the Director NTC, PTCL Exchange Building, Dera Adda, Multan	Ph # 061-9201111, Fax # 061-9200110 Email: muhammad.saeed@ntc.org.pk
(vi)	Director NTC Karachi	Office of the Regional Director, Malir Halt Karachi	Ph # 021- 99248833 Fax # 021-99248855 Email: muhammad.irfan@ntc.org.pk
(vii)	Director NTC Quetta	Office of the Regional Director, Zafarullah Khan Jamali Road, Quetta,	Ph # 081-9202151 Fax # 081-9202153 Email: adnan.anwar@ntc.org.pk
(viii)	Director Development (North) NTC Islamabad	Old NTC HQs Building, F-5/1 Islamabad	Ph # 051-9209293 Fax # 051-9205526 Email: zeeshan.haider@ntc.org.pk
(ix)	Director Development (Central) NTC Lahore	Garden Town Kalma Chowk Lahore	Ph # 042-99233333 Fax # 042-99233344 Email: asim.mehmood@ntc.org.pk
(x)	Director Development (South) NTC Karachi	Office of the Regional Director Malir Halt Karachi	Ph# 021-99248891 Fax: 021-99248844 Email: atta.malik@ntc.org.pk

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 his obligations under the contract.
 - i. Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration with sales tax authorities, Pakistan Engineering council etc, giving false evidence, furnishing of false information of serious nature.
- 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

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

ANNEX-A: BILL OF QUANTITY (BOQ)

S. No	Item Description	A/U	Quantity	Unit Rate without Tax (PKR)	Unit Rate with Tax (PKR)	Total Amount with Tax (PKR)
OFC (Optical Fiber Cables, Single Mode, G.652D Standard with Multi Tube Design as per TR-109)						
1	06 Fibers Duct Buried	Meter	62,164			
2	12 Fibers Duct Buried		76,213			
3	18 Fibers Duct Buried		1			
4	24 Fibers Duct Buried		45,569			
5	48 Fibers Duct Buried		22,117			
6	96 Fibers Duct Buried		27,857			
7	144 Fibers Duct Buried		5,015			
8	06 Fibers Direct Buried		1			
9	12 Fibers Direct Buried		1			
10	18 Fibers Direct Buried		1			
11	24 Fibers Direct Buried		1			
11	48 Fibers Direct Buried		1			
12	96 Fibers Direct Buried		1			
13	02 Fibers Aerial OFC Armored with messenger wire		1			
14	04 Fibers Aerial OFC Armored with messenger wire		1			
15	06 Fibers Aerial OFC Armored with messenger wire		48,342			
16	12 Fibers Aerial OFC Armored with messenger wire		2,520			
17	24 Fibers Aerial OFC Armored with messenger wire		3,900			
18	48 Fibers Aerial OFC Armored with messenger wire		11,000			
19	96 Fibers Aerial OFC Armored with messenger wire		1			
20	02 Fibers Drop Fiber Outdoor Cable		758,625			
21	04 Fibers Drop Fiber Outdoor Cable	1				
Total Amount in Pak Rupees inclusive of Taxes						

DISTRIBUTION

S. No	Item Description	A/U	Quantity	Dev (North)	Dev (Central)	Dev (South)
OFC (Optical Fiber Cables, Single Mode, G.652D Standard)						
1	Optical Fiber Cable (144-Fiber) Duct Buried	Meter	5,015	3,940	-	1,075
2	Optical Fiber Cable (96-Fiber) Duct Buried		27,857	-	22,077	5,780
3	Optical Fiber Cable (48-Fiber) Duct Buried		22,117	10,000	-	12,117
4	Optical Fiber Cable (24-Fiber) Duct Buried		45,569	29,090	5,441	11,038
5	Optical Fiber Cable (12-Fiber) Duct Buried		76,213	16,000	46,186	14,027
6	Optical Fiber Cable (6-Fiber) Duct Buried		62,164	32,690	-	29,474
7	Aerial OFC 48 Fibers		11,000	11,000	-	-
8	Aerial OFC 24 Fibers		3,900	3900	-	-
9	Aerial OFC 12 Fibers		2,520	1900	-	620
10	Aerial OFC 6 Fibers		48,342	8600	-	39,742
11	Drop Cable 02 Fibers Outdoor		758,625	109,500	142,400	506,725

ANNEX-B: COMMERCIAL COMPLIANCE STATEMENT

S.No.	Description	Complied	Not Complied	Partially complied	Remarks
1	INVITATION TO E-BIDS				
2	Introduction				
3	Scope Of Work				
4	Qualification Criterion Of Bidders				
5	Cost Of Tendering				
6	Clarifications Of Tender Documents				
7	Samples				
8	Amendment Of Tender Documents				
9	Preparation Of Bid				
10	Price				
11	Bid Security				
12	Validity Of Bids				
13	Deadline For Submission Of Bid				
14	Opening Of Bid				
15	Responsiveness Of Bidders				
16	Evaluation Criterion For Most				
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	Transportation / Packing				
5	Time For Completion				
6	Rate Running Frame Agreement				
7	/ Services				
8	Liquidated Damages				
9	Pre-Delivery Inspection And Testing				
10	Payment				
11	Default By Contractor				
12	Arbitration And Applicable Law				
13	Force Majeure				
14	Termination For Insolvency				
15	Termination For Convenience				
16	Ultimate Consignee				
17	Debarment / Blacklisting Of Firm				
18	Integrity				
19	Declaration Of Beneficial Owners' Information				

ANNEX-C: 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-D: 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-E: 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	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)