



**NATIONAL TELECOMMUNICATION  
CORPORATION**

**HEADQUARTERS G-5/2, ISLAMABAD**

**e-Bidding documents**

**FOR**

**Procurement of Zimbra E-mail Licenses & Support Services for  
NTC for a Period of Three (03) Years**

**Through EPADS ([www.eprocure.gov.pk](http://www.eprocure.gov.pk))**

**e-Tender Notice # HQ/ADV-33/2025-26**

## Table of Contents

1	INVITATION TO e-BIDS .....	4
2	INTRODUCTION.....	5
3	SCOPE OF WORK .....	5
4	QUALIFICATION CRITERION OF BIDDERS.....	5
5	COST OF TENDERING .....	6
6	CLARIFICATIONS OF TENDER DOCUMENTS .....	6
7	AMENDMENT OF TENDER DOCUMENTS.....	6
8	PREPARATION OF BID .....	6
9	PRICE .....	7
10	BID SECURITY .....	7
11	VALIDITY OF BIDS.....	8
12	DEADLINE FOR SUBMISSION OF BID .....	8
13	OPENING OF BID.....	8
14	RESPONSIVENESS OF BIDDERS .....	8
15	EVALUATION CRITERION FOR MOST ADVANTAGEOUS BIDDER .....	9
16	CLARIFICATIONS / CORRECTIONS OF BID.....	9
17	COMMERCIAL COMPLIANCE STATEMENT .....	10
18	VARIATION ORDER .....	10
19	AWARD CRITERIA & NTC'S RIGHT.....	10
20	NOTIFICATION OF AWARD & SIGNING OF CONTRACT AGREEMENT	10
	SECTION-II .....	11
1	PERFORMANCE SECURITY .....	11
2	CONTRACTORS RESPONSIBILITIES.....	11
3	NTC RESPONSIBILITIES .....	11
4	CONTRACT DURATION AND ISSUANCE OF GO-AHEAD .....	11
5	VARIATION ORDER .....	11
6	TIME FOR COMPLETION .....	12
7	WARRANTY / SERVICES .....	12
8	LIQUIDATED DAMAGES.....	12
9	ACCEPTANCE CERTIFICATE.....	12
10	PAYMENT .....	13
11	DEFAULT BY CONTRACTOR.....	13
12	ARBITRATION AND APPLICABLE LAW .....	13
13	FORCE MAJEURE .....	14
14	TERMINATION FOR INSOLVENCY.....	15
15	TERMINATION FOR CONVENIENCE .....	15
16	PROJECT DIRECTOR .....	15
17	DEBARMENT / BLACKLISTING OF FIRM.....	15
18	INTEGRITY .....	16
19	DECLARATION OF BENEFICIAL OWNERS' INFORMATION .....	16
	ANNEX-A: BILL OF QUANTITY (BOQ) SUMMARY.....	17
	ANNEX-A1: SUBSCRIPTION LICENSES .....	18
	ANNEX-A2: PERPETUAL LICENSES .....	20
	ANNEX-A3: AUXILIARY / OPTIONAL ITEMS.....	22



**Procurement of Zimbra E-mail Licenses & Support Services for NTC for a Period of Three (03) Years**



Bidders are required quote auxiliary/optional items at Annex-A3 and NTC reserve the right to include the items in evaluation.....22

**ANNEX-B: SOFTWARE FEATURES COMPLIANCE STATEMENT .....23**

**ANNEX-C: COMMERCIAL COMPLIANCE STATEMENT.....26**

**ANNEX-D: BID SECURITY FORMAT.....27**

**ANNEX-E: PERFORMANCE BOND FORMAT .....28**

**ANNEX-F: DECLARATION OF BENEFICIAL OWNER INFORMATION .....29**



SECTION-I

**INSTRUCTIONS TO THE BIDDERS**

**1 INVITATION TO e-BIDS**

**Tender Notice No. HQ/ADV-33/ 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 Licenses:

Tender No.	Description of Service	Last Date & Time of Bid Submission	Bid Opening Date & Time
33	Procurement of Zimbra E-mail Licenses & Support Services for NTC for a Period of Three (03) Years	11-03-2026 @ 1100 Hrs.	11-03-2026 @ 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](http://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](http://www.eprocure.gov.pk) and on [www.ntc.net.pk](http://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](http://www.ntc.net.pk)

## 2 INTRODUCTION

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

## 3 SCOPE OF WORK

3.1 NTC intends to procure Zimbra E-mail Licenses & Support Services for NTC for a Period of Three (03) Years as per [Annex-A](#). For the execution of the work the bidder shall undertake to supply all software etc. as detailed in ( Subscription license [Annex-A1](#), perpetual licenses [Annex-A2](#) and Auxiliary items [Annex-A3](#)), which shall be necessary to make the system fully functional & operative. Any other item (i.e. software) or any other entity which may not have specifically been mentioned in the Bill of Quantity, but which is/are necessary to meet the Specifications, the same shall be provided by the bidder without any extra cost to NTC. Following items (but not limited to) shall be required for the execution of the work.

- a. Software License (Supply)
- b. Services (installation, integration, activation, Support etc. of delivered licenses)
- c. Documentation

3.2 The bidder shall undertake to:

- a. Keep NTC informed of technological and other developments in the products offered and methods of incorporating such developments economically to NTC's network.
- b. Supply, implement / commission the supplied licenses.
- c. Clearly indicate the point of presence in Pakistan for maintenance / support purpose.
- d. The bidder shall arrange to test the features of provided licenses as per Annex-B.

## 4 QUALIFICATION CRITERION OF BIDDERS

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

- 4.1 The status of firm for Income Tax must be "active" and for Sales Tax as "operative".
- 4.2 The firm must have relevant experience i.e. Supplying Software to Government/reputable private sector organizations.
- 4.3 The firm must be authorized by Original Equipment Manufacturer (OEM) for the quoted items.

- 4.4 The firm must provide undertaking on at-least PKR 200/- Judicial Paper that:
- The firm is not black listed from any government organization.
  - 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-C](#).

**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 AMENDMENT OF TENDER DOCUMENTS

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

## 8 PREPARATION OF BID

- 8.1 Bid should be prepared in accordance with "Single Stage-Single Envelope" procedure.
- The envelope shall clearly mention the name of bidder & necessary information in bold & legible letters to avoid any confusion.
  - Bid documents and all correspondence will be in English language.
  - The bid should have a covering letter on letter pad of the firm. All pages of the bid shall be initialed/signed and official seal be affixed by the person(s)

authorized to sign. In addition, all the pages of the submitted bid must be numbered. Complete bid shall be scanned and uploaded on EPADS.

- 8.2 Following documents shall be submitted with the proposal:
- Duly filled Bill of Quantity as per [Annex-A](#) and Software Features Compliance as per [Annex-B](#).
  - Duly filled commercial compliance statement as per [Annex-C](#).
  - Valid Tender security.
  - Documentary evidence and Certificates as per qualification criteria.
  - Company Profile

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

## 9 PRICE

- Prices should be quoted in Pak Rupees on DDP basis as per [Annex-A](#).
- 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.
- The quoted price should include all the applicable government taxes, custom duties, in-land transportation, & any other applicable charges.
- The prices should be valid for duration of the contract i.e. Three (03) Years.
- It is mandatory that the rates / prices shall be entered against each item in the Bill of Quantity (BOQ) at [Annex-A](#).
- The bidder shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.
- Price of any or all items quoted in a currency other than PKR shall be converted into PKR and for calculation purpose conversion rate (i.e. selling) prevailing on the date of tender opening shall be applied.

## 10 BID SECURITY

- 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-D](#) issued by a scheduled bank of Pakistan in favor of Managing Director NTC valid for a period 120 days from the date of tender opening.
- 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 10, 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.
- 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.
- The bid securities / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of tender

- security whichever is earlier. The bid securities of bidders, who are not in competition, can be returned earlier at NTC discretion upon receiving a request.
- 10.5 The tender security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed contract agreement.
- 10.6 All correspondence regarding release/extension of bid security shall be made with Director (Procurement) NTC HQ.
- 10.7 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.

## 11 VALIDITY OF BIDS

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

## 12 DEADLINE FOR SUBMISSION OF BID

- 12.1 The bid shall be uploaded in PDF format on PPRA EPADS website i.e. [www.eprocure.gov.pk](http://www.eprocure.gov.pk) on or before **1100 Hours on March 11, 2026**.
- 12.2 The bidders are required to follow procedure of EPADS and for any clarification/assistance regarding EPADS they may contact PPRA Helpline UAN: 051-111-137-237.
- 12.3 Bid received other than EPADS i.e. hard/Soft copy delivery in person or through e-mail or fax or registered mail will be not accepted by NTC.

## 13 OPENING OF BID

- 13.1 The NTC tender committee will download the bids at **1130 Hours on March 11, 2026** in the presence of bidders' representatives who choose to attend, at NTC HQ G-5/2 Islamabad.
- 13.2 NTC reserves the right to reject any one or all bids prior acceptance of a bid / proposal.
- 13.3 NTC reserves the right to reject any one or all bids as per Public Procurement Rules, 2004 33(1).

## 14 RESPONSIVENESS OF BIDDERS

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

**NOTE: "Any bidder found non-compliant in any of above mentioned conditions will be declared as non-responsive and will not be considered for further Evaluation"**

*proceedings. A bidder once declared "Non-responsive" shall not subsequently be made responsive by the NTC."*

## 15 EVALUATION CRITERION FOR MOST ADVANTAGEOUS BIDDER

- 15.1 The tender evaluation committee will evaluate and compare only the bids previously determined to be substantially responsive.
- 15.2 Evaluation will be carried out on **Qualification, Quality and Cost basis**.
- 15.3 The **Most advantageous bidder** shall be the one fully compliant to **qualification criteria**, compliant to **quality evaluation criteria** and **highest ranked** in cost evaluation criteria as defined below:
- 15.4 **Qualification Evaluation Criteria:**  
In first step, the received bids shall be evaluated on qualification criteria mentioned above. The bidders fully compliant to qualification criteria shall be declared as qualified. **Any firm found non-compliant in any of these conditions will be declared disqualified and will not be considered for further evaluation proceedings.**
- 15.5 **Quality Evaluation Criteria:**  
It will be examined in detail whether the offered/quoted solution by the bidder complies the Software Features Compliance Statement as enunciated in **Annex-B**. For this purpose, the bidder's data submitted with the bid will be compared with terms and conditions set forth in the tender documents; supported documents & clarification will be sought in case compliance is not evident from the literature / documents. **Any bid which does not fully comply the Software Features Compliance will be declared technically disqualified and will be rejected by NTC.**
- 15.6 **Cost evaluation criteria:**  
Cost evaluation of the bids shall be carried out by comparison of bids evaluated prices as per bill of quantity at **Annex-A (Annex-A1+Annex-A2)**. The bidder with lowest financial price will be declared as **highest ranked** and so on.
- 15.7 Any effort by a bidder to influence NTC in the tender evaluation, bid comparison or order award decision may result in the rejection of his bid.
- 15.8 Any minor informality or non-conformity or irregularity in the bid which does not constitute a material deviation may be waived by NTC, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

## 16 CLARIFICATIONS / CORRECTIONS OF BID

- 16.1 To assist in the examination, evaluation and comparison of the bids the committee at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing (i.e. letter or email etc.) and no change in the price or substance of the bid shall be sought, offered or permitted.
- 16.2 Arithmetical errors will be rectified on the following basis:  
"If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the

amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected.”

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

## 17 COMMERCIAL COMPLIANCE STATEMENT

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

## 18 VARIATION ORDER

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

## 19 AWARD CRITERIA & NTC'S RIGHT

- 19.1 The contract will be awarded to Most Advantageous Bidder on as-a-whole basis.  
19.2 The NTC reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids, at any time prior to award of order, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the NTC's action.

## 20 NOTIFICATION OF AWARD & SIGNING OF CONTRACT AGREEMENT

- 20.1 Prior to expiration of the period of tender validity prescribed by NTC, the NTC will notify the successful bidder in writing “Letter of Intent” through EPADs that their bid has been accepted. The bidder shall accept the LOI through EPADS.  
20.2 The contract shall be signed with the successful bidder upon furnishing of acceptable performance security.

## SECTION-II

### TERMS & CONDITIONS OF CONTRACT

#### 1 PERFORMANCE SECURITY

- 1.1 The successful bidder shall furnish to the NTC a performance security equivalent amounting to **PKR.5,000,000/-** (Pak Rupees Five Million Only) in the shape of Pay order or CDR or bank guarantee valid for a period of 39 months as per [Annex E](#) at the time of signing of contract.
- 1.2 Failure of the successful bidder to furnish performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security.
- 1.3 All the correspondence regarding release of performance guarantee shall be made with Director (Procurement) NTC HQ.
- 1.4 Performance security against the contract shall be released upon successful completion of contract period.

#### 2 CONTRACTORS RESPONSIBILITIES

- 2.1 The contractor shall supply the software / solution in accordance with the contract.
- 2.2 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

- 3.1 Director (Data Center) shall coordinate and facilitate the contractor for smooth execution of work in accordance with this contract:
- 3.2 Director (Data Center) shall be responsible to issue supply order(s) as and when required, issue acceptance certificate(s) and process invoices for payment.

#### 4 CONTRACT DURATION AND ISSUANCE OF GO-AHEAD

- 4.1 Contract agreement for a period of three (03) years on DDP site basis will be signed. The unit prices quoted by the contractor shall remain valid for a period of three (03) years from the date of signing of contract or issuance of GO-AHEAD by NTC.
- 4.2 **For Perpetual Licenses:** Project Director shall issue supply order on as and when required basis.
- 4.3 **For Subscription based Licenses:** Project Director shall issue GO-AHEAD on the basis of monthly license requirement of NTC. GO-AHEAD shall remain valid until and unless revised by Project Director to incorporate any upward or downward change in the license count as per subscription requirement of NTC.
- 4.4 NTC does not guarantee and is under no obligation to issue GO-AHEAD unless required by NTC.

#### 5 VARIATION ORDER

During the contract duration, NTC reserve the right to vary i.e. increase or decrease the quantity of subscription and perpetual licenses as per requirement determined by NTC.

## 6 TIME FOR COMPLETION

- 6.1 **Perpetual Licenses:** The contractor shall supply the licenses within 02 weeks from the date of issuance of GO-AHEAD by NTC.
- 6.2 **For subscription licenses:** in case of upward revision of GO-AHEAD, the contractor shall supply licenses within 02 weeks while in case of downward revision, the contractor shall discontinue the licenses immediately.
- 6.3 Date of successful completion shall be the license activation date which shall be considered as the date when licenses are successfully activated for usage on NTC live system by the contractor.

## 7 WARRANTY / SERVICES

- 7.1 The contractor will warrant that the software provided incorporates all recent improvements in design during warranty period.
- 7.2 The licenses provided by the bidder should have life time validity and there will be no hindrance in usage of software/licenses for perpetual licenses.
- 7.3 The warranty shall remain valid until the completion of support services period as defined in each supply order.
- 7.4 NTC shall promptly notify the supplier in writing of any claims arising under this warranty and the supplier will resolve/ repair / fix the defective items/Software within reasonable time without any cost to NTC.
- 7.5 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.
- 7.6 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 warranty period from the acceptance of the corrected defect.

## 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 @ 05% per week of the delayed portion to a maximum of 10% of total ordered value of the delayed portion 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 the discretion to impose/waive off LD Charges based on the performance of contractor.

## 9 ACCEPTANCE CERTIFICATE

- 9.1 **Perpetual Licenses:** After successful delivery and activation, the contractor will inform Project Director i.e Director (Data Center) NTC HQs who will issue an Acceptance Certificate in favor of contractor after satisfying themselves in all respect. Date of successful completion shall be the license activation date.
- 9.2 **Subscription Licenses:** Project Director will issue a monthly Acceptance Certificate in favor of contractor after satisfying themselves in all respect. The Acceptance

Certificate shall mention the number of licenses currently deployed for the respective month.

- 9.3 Any discrepancies found will be intimated to the contractor who will arrange to sort out the discrepancy at the earliest but not later than fourteen working days, from the date when he is informed about the discrepancy.
- 9.4 Shortage of any quantity will also be pointed out and will be intimated to the undersigned accordingly.

## 10 PAYMENT

### 10.1 Perpetual Licenses and Support (Annex-A2 of BoQ)

100% payment of the supply order value will be made on successful delivery, installation and activation of Licenses will be made by Finance wing NTC HQ through Director (Data Center) NTC HQ after issuance of Acceptance Certificate by Project Director.

### 10.2 Subscription Base Licenses and Support (Annex-A1 of BoQ)

- 10.3 Payment of monthly subscription services will be made on quarterly basis by Finance wing NTC HQ through Director (Data Center) NTC HQ based on the monthly Acceptance Certificates issued by Project Director. Contractor shall furnish quarterly invoice covering the months of respective quarter for which payment is required to be processed.
- 10.4 The Contractor will submit the commercial invoice & sales tax invoice in triplicate to Director (Data Center) NTC HQs. 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.
- 10.5 Taxes will be deducted as per government rules at the time of payment.

## 11 DEFAULT BY CONTRACTOR

- 11.1 If the contractor fails to provide the Software/Licenses/Solution, 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 The Contract will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.
- 12.2 NTC and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 12.3 Any dispute, disagreement or question arising out of or relating to or in consequence of this contract or relating to its execution or performance which cannot be settled amicably, shall be referred to arbitration to Chairman/MD NTC. Only Chairman/MD NTC will have sole authority in arbitration to decide. All the decisions will be made in view of Arbitration Act 1940.
- 12.4 Within 30 days of the said notice, one arbitrator shall be nominated in writing by NTC and one arbitrator shall be nominated in writing by the Contractor.

- 12.5 The arbitration shall initiate arbitration proceedings at Islamabad. In case the arbitration does not reach on conclusion, then case would be referred to the court of Law.
- 12.6 Each party shall bear the cost of its own arbitrator and the cost of the third arbitrator shall be borne equally by both parties.
- 12.7 This Agreement shall be governed under Pakistani law and the Courts at Islamabad shall have exclusive jurisdiction over any matter that may need to be referred to a Court under this Agreement.

### 13 FORCE MAJEURE

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

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

#### 14 TERMINATION FOR INSOLVENCY

The NTC may at any time terminate the contract by giving written notice to the 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 PROJECT DIRECTOR

**Director (Data Center) NTC HQs Islamabad**

Ph: 051-9208809, Fax: 051-9201489

Email: amer.shamsher@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

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-F](#).

**ANNEX-A (ANNEX-A1 + ANNEX-A2): BILL OF QUANTITY (BOQ) SUMMARY**

S.No	Description	Subscription Licenses ( <a href="#">Annex-A1</a> )	Perpetual Licenses ( <a href="#">Annex-A2</a> )
		Annual amount with GST	Annual amount with GST
1	First Year License		
2	Second Year License		
3	Third Year License		
Grand Total amount with GST in Pak Rupees			
Grand Total with amount with GST in Pak Rupees (Subscription + Perpetual)			

**ANNEX-A1: SUBSCRIPTION LICENSES**

Sr.	Description	Unit	Required Licenses (Approx)	Monthly Unit Price without GST (PKR)	Total Monthly amount without GST (PKR)	Total Monthly amount with GST (PKR)	Total Annual amount with GST (PKR)
<b>First Year License Requirement</b>							
1	Zimbra Collaboration Suite Professional Edition Subscription based Licenses	No.	3,000				
2	Zimbra Collaboration Suite Standard Edition Subscription based Licenses	No.	9,900				
<b>Sub Total (A) Total Annual amount in Pak Rupees with GST</b>							
<b>Second Year License Requirement</b>							
1	Zimbra Collaboration Suite Professional Edition Subscription based Licenses	No.	4,000				
2	Zimbra Collaboration Suite Standard Edition Subscription based Licenses	No.	12,000				
<b>Sub Total (B) Total Annual amount in Pak Rupees with GST</b>							

Sr.	Description	Unit	Required Licenses (Approx)	Monthly Unit Price without GST (PKR)	Total Monthly amount without GST (PKR)	Total Monthly amount with GST (PKR)	Total Annual amount with GST (PKR)
<b>Third Year License Requirement</b>							
1	Zimbra Collaboration Suite Professional Edition Subscription based Licenses	No.	5,000				
2	Zimbra Collaboration Suite Standard Edition Subscription based Licenses	No.	16,000				
<b>Sub Total (C) Total Annual amount in Pak Rupees with GST</b>							
<b>Annex-A1: Grand Total (A+B+C) Total amount in Pak Rupees with GST for three years</b>							

Note: A discount price will be applicable upon purchase of 10,000 or above standard edition licenses. Contractor to quote accordingly.

**ANNEX-A2: PERPETUAL LICENSES**

Sr.	Description	Unit	Required Licenses (Approx)	Unit Price without GST (PKR)	Unit Price with GST (PKR)	Total Price with GST (PKR)
<b>First Year License Requirement (Perpetual)</b>						
<b>New License</b>						
1	Zimbra Collaboration Suite - Professional Edition - Perpetual Licenses, with 3 Years Support	No.	1,000			
<b>Sub Total (A) amount in Pak Rupees with GST</b>						
<b>Second Year License Requirement (Perpetual)</b>						
<b>New License</b>						
1	Zimbra Collaboration Suite - Professional Edition - Perpetual Licenses, with 3 Years Support	No.	600			
<b>Renewal of Support Services</b>						
2	Renewal of Email Licenses Standard Support for 3 year - Professional Edition	No.	200			
<b>Sub Total (B) amount in Pak Rupees with GST</b>						



Procurement of Zimbra E-mail Licenses & Support Services for NTC for a  
Period of Three (03) Years



Sr.	Description	Unit	Required Licenses (Approx)	Unit Price without GST (PKR)	Unit Price with GST (PKR)	Total Price with GST (PKR)
<b>Third Year License Requirement (Perpetual)</b>						
<b>New License</b>						
1	Zimbra Collaboration Suite - Professional Edition - Perpetual Licenses, with 3 Years Support	No.	400			
<b>Renewal of Support Services</b>						
2	Renewal of Email Licenses Standard Support for 3 year - Professional Edition	No.	400			
<b>Sub Total (C) amount in Pak Rupees with GST</b>						
<b>Annex-A2 Grand Total (A+B+C) amount in Pak Rupees with GST</b>						



**ANNEX-A3: AUXILIARY / OPTIONAL ITEMS**

Sr.	Item Description	Unit Monthly Price without GST	Unit Monthly Price with GST
<b>Subscription Base Licenses</b>			
1	Zimbra Outlook for Mac (EWS), Professional Edition		
2	Zimbra Outlook for Mac (EWS), Standard Edition		
3	Zimbra Connect License for Group Chat and Video Conferencing, Professional Edition		
4	Zimbra Connect License for Group Chat and Video Conferencing, Standard Edition		
<b>Perpetual Licenses</b>			
5	Zimbra Outlook for Mac (EWS), Professional Edition		
6	Zimbra Outlook for Mac (EWS), Standard Edition		
7	Zimbra Connect License for Group Chat and Video Conferencing, Professional Edition		
8	Zimbra Connect License for Group Chat and Video Conferencing, Standard Edition		

Bidders are required quote auxiliary/optional items at Annex-A3 and NTC reserve the right to include the items in evaluation.

**ANNEX-B: SOFTWARE FEATURES COMPLIANCE STATEMENT**

Sr.	Description	Zimbra		Contractor's Compliance
		Standard Edition	Professional Edition	
<b>User Interface</b>				
1	Classic Interface	✓	✓	
2	Modern Responsive Interface	✓	✓	
<b>Email</b>				
3	Standard Mail/ Address Book Features	✓	✓	
4	Advanced Search	✓	✓	
5	Zimlets	✓	✓	
6	Attachment Search	✓	✓	
<b>Contacts</b>				
7	Personal Distributions List	✓	✓	
8	Global Address Lists (GAL)	✓	✓	
<b>Calendar</b>				
9	Calendar Feature	✓	✓	
10	Group and Resource Scheduling	✓	✓	
11	Tasks	✓	✓	
<b>Sharing Folders and Files</b>				
12	Sharing & Delegation	✓	✓	
13	Briefcase (Files and Folders)	✓	✓	
14	Zimbra Office	✓	✓	
<b>Desktop Clients</b>				
17	POP and IMAP Email	✓	✓	
18	CardDAV Contacts	✓	✓	
19	CalDAV Calendar	✓	✓	

Sr.	Description	Zimbra		Contractor's Compliance
		Standard Edition	Professional Edition	
20	Zimbra Desktop (Windows/Mac)	✓	✓	
21	Outlook for Windows (ZCO)	✗	✓	
22	Outlook for Mac (EWS)	To be provided under Annex-A3		
<b>Mobile Devices</b>				
21	Modern Responsive UI	✓	✓	
22	POP & IMAP Email for Smartphone	✓	✓	
23	CardDAV Contacts	✓	✓	
24	CalDAV Calendar	✓	✓	
25	Zimbra Mobile (Activesync)	✗	✓	
26	Mobile Device Policy Management	✗	✓	
27	Mobile App (Native)	✓	✓	
<b>Server Administration</b>				
28	Web Administration Console	✓	✓	
29	Command Line Interface (CLI)	✓	✓	
30	Integrated Anti-Spam and Anti-Virus (clearly mention the details of AV/AS solution, must be a licensed and supported version with credible evidence of reliability and performance)	✓	✓	
31	LDAP and MS Active Directory Support	✓	✓	
32	Domain Mgmt & Multi-Domain Support	✓	✓	
<b>Network Edition Features</b>				
33	Backup and Restore	✓	✓	
34	Storage Management	✓	✓	
35	Blob Compression	✓	✓	
36	Object Storage Support	✓	✓	

Sr.	Description	Zimbra		Contractor's Compliance
		Standard Edition	Professional Edition	
37	Delegated and Domain Administration	✓	✓	
38	White Label for Web Client Branding	✓	✓	
39	S/MIME Digital Signing & Encryption	✓	✓	
40	Two-Factor Authentication	✓	✓	
41	High Fidelity Document Review	✓	✓	
42	Archiving and Discovery	✗	✓	
43	Litigation Hold	✗	✓	
<b>Zimbra Chat &amp; Video</b>				
44	Group Chat	To be provided under Annex-A3		
45	File Sharing			
46	Searchable Chat			
47	Instant Video Calling			
48	Schedule Meetings in Advance			
49	Screen Sharing			
50	Host Controls			
<b>Support</b>				
51	Support (as per BoQ)	✓	✓	

Note:

✓	Mandatory feature, to be delivered as part of procured BoQ
✗	Feature not available in standard edition, available in professional edition

**ANNEX-C: COMMERCIAL COMPLIANCE STATEMENT**

Sr	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	Amendment Of Tender Documents				
8	Preparation Of Bid				
9	Price				
10	Bid Security				
11	Validity Of Bids				
12	Deadline For Submission Of Bid				
13	Opening Of Bid				
14	Responsiveness Of Bidders				
15	Evaluation Criterion For Most Advantageous				
16	Clarifications / Corrections Of Bid				
17	Commercial Compliance Statement				
18	Variation Order				
19	Award Criteria & NTC'S Right				
20	Notification Of Award & Signing Of Contract Agreement				
	<b>Contract Conditions</b>				
1	Performance Security				
2	Contractors Responsibilities				
3	NTC Responsibilities				
4	Contract Duration And Issuance Of GO-AHEAD				
5	Variation Order				
6	Time For Completion				
7	Warranty / Services				
8	Liquidated Damages				
9	Acceptance Certificate				
10	Payment				
11	Default By Contractor				
12	Arbitration And Applicable Law				
13	Force Majeure				
14	Termination For Insolvency				
15	Termination For Convenience				
16	Project Director				
17	Debarment / Blacklisting Of Firm				
18	Integrity				
19	Declaration Of Beneficial Owners' Information				

### ANNEX-D: 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-E: 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-F: 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)