



# NATIONAL TELECOMMUNICATION CORPORATION

## EPADS E-TENDER DOCUMENTS

**Repair & Maintenance of NTC Microwave Buildings Khyber Bazar and Warsak Road,  
Peshawar**

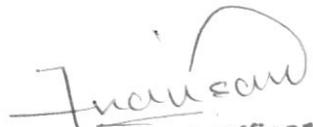
EPADS E-Tender Notice # Dir-NTC PE/25-D(b)/2025-26

Date / time of Submission: **31-03-2026 at 1100 HRS**

Date / time of Opening: **31-03-2026 at 1130 HRS**

**Venue of Tender Opening:**

Through E-PAD at Office of Director NTC Peshawar, 01-The Mall, Peshawar Cantt

  
Admin & HR Officer  
NTC Peshawar

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*Fraiso*  
Admin & HR Officer  
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SECTION-I

**INSTRUCTIONS TO THE BIDDERS**

1 INVITATION TO e-BIDS

Tender Notice No. Dir-NTC PE/25-D(b)/2025-26

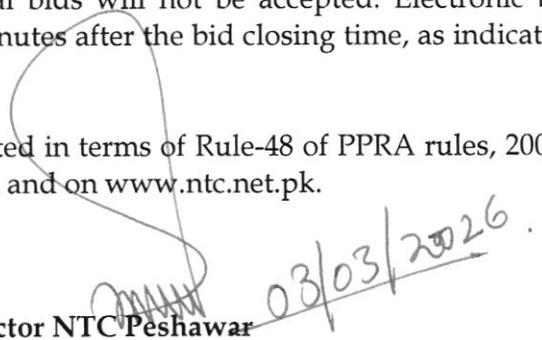
National Telecommunication Corporation (NTC) invites electronic bids from the Contractors registered with Income Tax and Sales Tax Department having relevant experience for provision of following works:

Tender No.	Description of Service	Last Date & Time of Bid Submission	Bid Opening Date & Time
01/B	Repair & Maintenance of NTC Microwave Buildings Khyber Bazar and Warsak Road, Peshawar	<u>31-03-2026</u> @ 1100 Hrs.	<u>31-03-2026</u> @ 1130 Hrs.

2. e-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)).

3. 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 NTC Peshawar  
01-The Mall, Peshawar Cantt  
Phone: 091-9211111, [www.ntc.net.pk](http://www.ntc.net.pk)

## 2 GENERAL INTRODUCTION

National Telecommunication Corporation was established in 1996 under Pakistan Telecommunication Re-Organization Act 1996. NTC has a mandate to provide telecommunication services to its designated customers, which include Federal and Provincial Governments, their departments, autonomous organizations and defense services throughout the country.

## 3 SCOPE OF WORK

3.1 Tenders are invited for the work of “**Repair & Maintenance of NTC Microwave Buildings at Khyber Bazar and Warsak Road, Peshawar**” as per following RFT & BoQ at **Annex-A**.

3.2 All materials supplied and works executed shall conform to the specifications, standards, and quality requirements prescribed by NTC.

## 4 QUALIFICATION / ELIGIBILITY CONDITIONS OF BIDDERS

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

- a. Registration with PEC (where applicable if bid amount is more than 01 Million)
- b. Registration with Tax authorities (Active Status)
- c. Relevant Experience (Minimum 02 x similar works in Pakistan)
- d. Duly filled Bill of Quantity.
- e. Valid Tender security.
- f. Affidavit that firm is not blacklisted, product is not of Indian / Israel origin.
- g. The firm must fully comply to the tender clauses as per **Annex-B**.

*Note: Prospective Bidder Must Provide Valid Documentary Proof against serial # (4(a-f) 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 to (during office hours):

Director NTC Peshawar  
01-The Mall, Peshawar Cantt  
Ph: 091-9211111

  
Admin & HR Officer  
NTC Peshawar

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

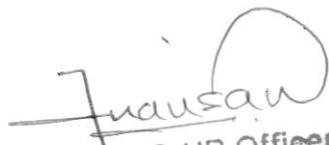
## 8 PREPARATION OF BID

- 8.1 Bid should be prepared in accordance with “**Single Stage-One Envelope**” procedure..
- Bid documents and all correspondence will be in English language.
  - The scanned copy (PDF) of the bid along with bid security shall only be submitted online on EPADS 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.
- 8.2 Following documents shall be submitted with the proposal:
- Duly filled Bill of Quantity **Annex-A**:
  - Duly filled Commercial compliance statement as per **Annex-B**.
  - Valid Bid Security.
  - Documentary evidence as per Qualification Criteria.
  - Company Profile.

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

## 9 LANGUAGE OF BID DOCUMENTS

- 9.1 Bid documents and all correspondence will be in English language.
- 9.2 The bid should have a covering letter on printed and scanned letter pad of the firm. All pages of the bid shall be initialed/signed and official seal be affixed by the person(s) authorized to sign.

  
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## 10 PRICE

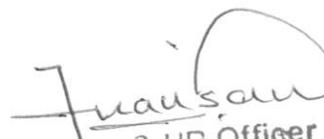
- 10.1 Bidder shall quote their prices on BOQ **Annex-A** in Pak Rupees.
- 10.2 The prices are firm, final, and no variation whatsoever shall be acceptable to NTC.
- 10.3 The prices are exclusive of applicable GST / Services taxes and same will be added on sub-total (as per BoQ).
- 10.4 The bidder shall be deemed to have obtained all information or site survey as to all the requirements thereto which may affect the bid.
- 10.5 If there any item not quoted by bidder that will be consider as free of cost and contractor is bound to supply /execute on FOC. The highest price will be loaded for evaluation purpose only. In case of blank column against GST /Services Tax, the same will be consider as included in unit price.

## 11 TENDER SECURITY/ EARNEST MONEY

- 11.1 The bidder shall furnish tender security amounting to **PKR. 50,000/- (Pak Rupees Fifty Thousand 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 **Director NTC Peshawar** valid for a period 120 days from the date of tender opening.
- 11.2 The Original Bid Security shall be delivered in person or sent by the registered mail which should reach the office of Director NTC Peshawar on or before **deadline of the bid.**
- 11.3 **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**
- 11.4 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.
- 11.5 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.
- 11.6 The tender security of the successful bidder will not be returned. The same will merged in Performance Security.
- 11.7 All correspondence regarding release/extension of bid security shall be made with Director NTC Peshawar.
- 11.8 The bid security may be forfeited:
  - a. If a bidder withdraws his bid during the period of bid validity.
  - b. If the bidder does not accept the correction of their bid price.
  - c. In the case of successful bidder, if bidder fails to sign the contract agreement.
  - d. 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.

  
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### 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](http://www.eprocure.gov.pk) on or before **deadline of the bid**. 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.
- 13.2 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 MODIFICATION & WITHDRAWAL OF BID

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

### 15 OPENING OF BID

- 15.1 The NTC tender committee will download the bids as per scheduled advertised date /time, in the presence of bidders' representatives who choose to attend, at Office of Director NTC Peshawar, 01-The Mall, Peshawar Cantt
- 15.2 The bidder's name, bid prices, any discount, the presence or absence of tender security, and such other details as the committee at its discretion may consider appropriate, will be announced at the tender opening.
- 15.3 The tender committee will resolve any issue raised by the bidders, on the spot.
- 15.4 NTC reserves the right to reject any one or all bids prior acceptance of a bid / proposal.

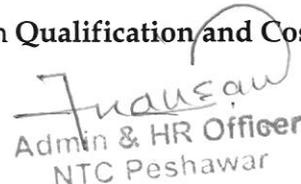
### 16 RESPONSIVENESS OF BIDS

- 16.1 The tender security is submitted.
- 16.2 The bid is valid till required period.
- 16.3 The bid prices are firm during its validity and inclusive of all taxes, duties etc.
- 16.4 The bidder is eligible to tender and possesses the requisite experience.
- 16.5 The bid does not deviate from basic tender requirements.
- 16.6 The bid is generally in order etc.

*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."*

### 17 EVALUATION CRITERION FOR MOST ADVANTAGEOUS BIDDER

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

  
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- 17.3 The **Most advantageous bidder** shall be the one fully compliant to **qualification criteria** and **highest ranked** in cost evaluation criteria as defined below:
- 17.4 **Qualification Evaluation Criteria:**  
In first step, the received bids shall be evaluated on qualification criteria mentioned 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.**
- 17.5 **Cost Evaluation Criteria:**  
Cost evaluation of the bids shall be carried out by comparison of quoted prices as per **Annex-A**. The bidder with lowest financial price will be declared as **highest ranked** and so on.
- 17.6 Any effort by a bidder to influence NTC in the tender evaluation, bid comparison or order award decision may result in the rejection of his bid.
- 17.7 Any minor informality or non-conformity or irregularity in the bid which does not constitute a material deviation may be waived by NTC, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

## 18 CLARIFICATIONS / CORRECTIONS OF BID

- 18.1 To assist in the examination, evaluation and comparison of the bids the committee, at its discretion, may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 18.2 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.
- 18.3 If the bidder does not accept the corrected amount of bid, his bid will be rejected and its tender security forfeited.

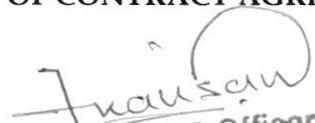
## 19 COMMERCIAL COMPLIANCE STATEMENT

The bidder will furnish a compliance certificate with the bid as per enclosed format (**Annex-B**).

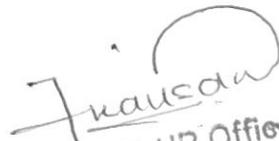
## 20 AWARD CRITERIA & NTC'S RIGHT

- 20.1 The bid of eligible and commercially compliant bidder with financially lowest evaluated cost shall be considered as **most advantageous bid**. Contract will be awarded to most advantageous bid.
- 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

  
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- 21.1 Prior to expiration of the period of tender validity prescribed by NTC, the NTC will notify the successful bidder Letter of Intent (LoI) through EPADS that their tender has been accepted.
- 21.2 Within 5 days from the date of LOI acceptable by the successful bidder(s).

  
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## SECTION-II

### **TERMS & CONDITIONS OF CONTRACT**

#### 1 PERFORMANCE SECURITY

- 1.1 The Performance Security / Retention Money will be deducted @ 5% from each running bill.
- 1.2 All the correspondence regarding release of performance guarantee shall be made with Director NTC Peshawar.
- 1.3 Performance security shall be released upon successful completion of one-year form issuance of PAC.

#### 2 CONTRACTOR'S RESPONSIBILITIES

- 2.1 The Contractor shall be fully responsible for the execution of all supplies, works, and services under this Contract in accordance with the terms, specifications, and instructions issued by NTC from time to time.
- 2.2 The Contractor shall ensure the timely supply of required materials, execution of works, and deployment of labor as specified in each work order issued during the contract period.
- 2.3 All materials and workmanship shall conform to the standards, specifications, and quality requirements prescribed or approved by NTC. Any defective or substandard material/work shall be replaced or rectified by the Contractor at his own cost and risk.
- 2.4 The Contractor shall provide all necessary tools, equipment, and incidental materials required for proper and efficient execution of the assigned works.
- 2.5 The Contractor shall be responsible for the safety, conduct, and discipline of all labor and personnel engaged under this Contract, and shall comply with all applicable labor laws, safety regulations, and NTC's administrative instructions.
- 2.6 The Contractor shall maintain proper record of materials supplied, labor provided, and works executed against each work order, and shall submit such records to NTC as and when required for verification and payment.
- 2.7 Contractor shall coordinate closely with NTC's authorized representatives and shall obtain necessary clearances before commencing any work at site.
- 2.8 The Contractor shall ensure that no activity under this Contract causes damage or disturbance to NTC property, equipment, or operations. Any loss or damage arising from the Contractor's negligence shall be made good at his own expense.
- 2.9 The Contractor shall keep the site clean and orderly during and after completion of each work order, and shall dispose of debris or waste materials in accordance with instructions of NTC.
- 2.10 The Contractor shall be bound to execute any related or ancillary task that may reasonably be deemed necessary for the completion and functionality of the assigned work, even if not explicitly mentioned in the schedule, provided such task falls within the general scope of this Contract.
- 2.11 The contractor shall not subcontract whole or any part of the works without the written consent of the NTC.
- 2.12 The contractor shall be responsible for provision of sales Tax Paid Invoice and Annex-C of the contractual items being supplied/executed.
- 2.13 The Contractor Shall Supply the Sample as & when required at his own cost and replace as per requirement of NTC representative / site in-charge. Fail-

  
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ing in quality/satisfactory work / sampling / execution will lead the conciliation of contract & forfeiture of balance bills / work done/ earnest Money etc.

### 3 NTC's RESPONSIBILITIES

- 3.1 NTC shall provide the Contractor with necessary access to sites, premises, and other relevant facilities to enable timely and efficient execution of the assigned tasks.
- 3.2 NTC shall review and approve all materials, samples, and workmanship submitted by the Contractor to ensure compliance with prescribed specifications and standards.
- 3.3 NTC shall designate an Authorized Representative or Engineer In-Charge to supervise, inspect, and certify the supplies, works, and labor services rendered by the Contractor.
- 3.4 NTC shall ensure timely verification and measurement of the work executed and shall process payments to the Contractor in accordance with the agreed terms and conditions of the contract, upon satisfactory completion and certification.
- 3.5 NTC shall provide any clarifications, instructions, or decisions required for proper interpretation and execution of the Contract.
- 3.6 NTC shall have the right to inspect and test all materials, equipment, and workmanship at any stage, and may reject any item or portion of work found non-conforming to specifications or unsatisfactory in quality.

### 4 TRANSPORTATION / PACKING

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

### 5 AGREEMENT

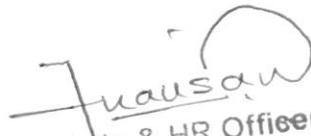
- 5.1 An agreement will be signed as per RFT or mutually agreed terms.
- 5.2 NTC does not guarantee and is under no obligation to purchase/place orders unless determined by NTC.

### 6 TIME FOR COMPLETION

- 6.1 The work shall be completed in all respects in **04 x Weeks**, from signing of contract agreement / issuance of work order.

### 7 LIQUIDATED DAMAGES

Unless the delay in completion of works is caused by force majeure or delay is not on part of NTC, the Contractor shall pay to NTC as liquidated damages a sum equivalent to 2.5% for each week delay maximum to 10% value of the contract / Work order amount and the same will be recovered from the Contractor at the time of payment. In case of force majeure the time for completion may be extended 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. L/D charges (if any) will be deducted from the payment of the contractor.

  
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## 8 WARRANTY / DEFECT LIABILITY PERIOD

- 8.1 The period of maintenance shall be **06 calendar months** to be reckoned from the issuance of Provisional Acceptance Certificate (PAC).
- 8.2 The contractor warrants that all the items supplied under the contract are brand new, free from defect, incorporates all recent improvement in design, material and of good quality as per approved samples. Moreover, the contractor will ensure that the items / material supplied under the contract are Original. The contractor warrants that the Services / workmanship provided is free from defects. The contractor shall replace the defective / objected item(s) within 10 days' time. NTC shall promptly notify the contractor in writing of any claims arising under this warranty and the contractor shall replace the defective item at reasonable time without any cost effect.

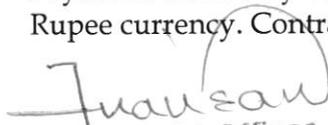
## 9 ACCEPTANCE CERTIFICATE & PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)

- 9.1 NTC will nominate a inspection / acceptance committee for physical inspection / testing of the completed work under the subject contract. The nominated committee will carry out inspection of the completed works. Committee will issue acceptance / inspection report.
- 9.2 Any discrepancies found will be intimated to the contractor who will arrange to sort out the discrepancy at the earliest but not later than one week days, from the date when he is informed about the discrepancy.
- 9.3 On successful inspection completion of the completed work, Director NTC Peshawar will be issue the PAC.

## 10 TERMS OF PAYMENT

Payment shall be made in the following manners:

- 10.1 The contractor will submit the bill clearly marked as running or final bill on the original bill book / letter head pad of the contractor supporting with GST / Services Tax declaration form i.e Annex-C. The Contractor will clearly mention NTN & GST number of both supplier & purchaser on the invoice (NTC NTN # 1218153-6, NTC GST # 07-01-9802-013-64).
- 10.2 The execution of work by contractor shall not be conditional to payment of running bills by NTC.
- 10.3 In case NTC deemed necessary then NTC may make running payments upto 70% of executed work, based on the progress of actual work done certified by site incharge. The running payment shall be made after deduction of tax & security deposit.
- 10.4 The balance payment shall be made to the contractor after successful inspection of completed work and issuance / approval of PAC by Director NTC Peshawar.
- 10.5 Taxes will be deducted as per government rules at the time of payment(s).
- 10.6 Payments shall only be released as per NTC / Govt payment procedure in Pakistan Rupee currency. Contractor must be Active taxpayer (Income Tax & Sales Tax).

  
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- 10.7 Security deposit will be released after successful completion of maintenance/warranty/defect liability period and issuance of Final Acceptance Certificate (FAC) by Director NTC Peshawar.

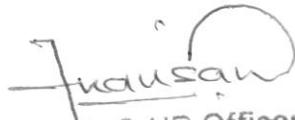
## 11 DEFAULT BY CONTRACTOR

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

## 12 ARBITRATION AND GOVERNING LAW

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

## 13 FORCE MAJEURE

  
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NTC Peshawar

- 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 no longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure.
- 13.3 The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Pakistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other cause similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome.
- 13.4 The term of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding 12 (twelve) months from performing or accepting performance, the party concerned shall have the right to terminate this contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement
- 13.5 If a Force Majeure situation arises, the Contractor shall promptly notify NTC in writing of such conditions and the cause thereof. Unless otherwise directed by NTC in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

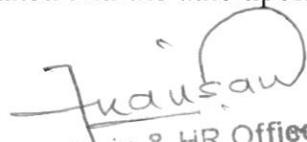
#### 14 TERMINATION FOR INSOLVENCY

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

#### 15 TERMINATION FOR CONVENIENCE

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

#### 16 ENGINEER-IN-CHARGE

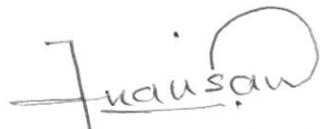
  
Admin & HR Officer  
NTC Peshawar

Director NTC Peshawar /Sub-Engineer (North)

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

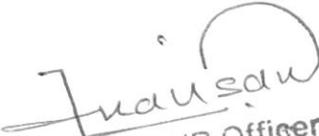
## 18 INTEGRITY

  
Admin & HR Officer  
NTC Peshawar

- 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 at the time of contract agreement.

  
Admin & HR Officer  
NTC Peshawar

ANNEXURE: OTHER

ANNEX-B: COMMERCIAL COMPLIANCE STATEMENT

Clause.#	Description	Complied	Not Complied	Partially complied
1	Invitation To e-Bids			
2	General Introduction			
3	Scope Of Work			
4	Qualification / Eligibility Conditions Of Bidders			
5	Cost Of Tendering			
6	Clarifications Of Tender Documents			
7	Amendment Of Tender Documents			
8	Preparation Of Bid			
9	Language Of Bid Documents			
10	Price			
11	Tender Security / Earnest Money			
12	Validity Of Bids			
13	Deadline For Submission Of Bid			
14	Modification & Withdrawal Of Bid			
15	Opening Of Bid			
16	Responsiveness Of Bids			
17	Evaluation Criterion For Most Advantageous			
18	Clarifications / Corrections Of Bid			
19	Commercial Compliance Statement			
20	Award Criteria & NTC's Right			
21	Notification Of Award & Signing Of Contract			
	<u>Contract Conditions</u>			
1	Performance Security			
2	Contractor's Responsibilities			
3	NTC's Responsibilities			
4	Transportation / Packing			
5	Framework Agreement			
6	Time For Completion			
7	Liquidated Damages			
8	Warranty / Services			
9	Provisional Acceptance Certificate (PAC)			
10	Terms Of Payment			
11	Default By Contractor			
12	Arbitration And Governing Law			
13	Force Majeure			
14	Termination For Insolvency			
15	Termination For Convenience			
16	Engineer-In-Charge			
17	Debarment / Blacklisting Of Firm			
18	Integrity			
19	Declaration Of Beneficial Owners' Information			

**ANNEX-D: BID SECURITY FORMAT**

Bank Guarantee No.-----  
Dated at Peshawar, the -----  
Amount \_\_\_\_\_  
Validity \_\_\_\_\_

To,

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

Dear Sir,

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

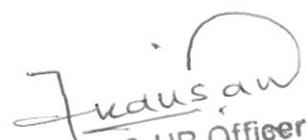
**WE HEREBY AGREE AND UNDERTAKE:**

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

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

Yours faithfully,

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

  
Admin & HR Officer  
NTC Peshawar

**ANNEX-C: 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

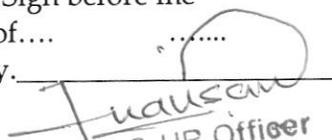
Authorized Signature:

\_\_\_\_\_  
& Seal of bank

Witness: \_\_\_\_\_  
\_\_\_\_\_

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

by. \_\_\_\_\_

  
Admin & HR Officer  
NTC Peshawar

**Annex-A****BID SUMMERY**

Name of Work : Repair & Maintenance of NTC MW Buildings Khyber Bazar & Warsak Road Peshawar

Annex	Item	Cost (Rs)
A1	Civil Work; (Warsak Road Peshawar)	
A2	Civil Work (Khyber Bazar)	
A3	Electrical Work ((Khyber Bazar)	
<b>Sub-Total (Excluding Services Tax) Rs.</b>		
KPRRA Services Tax @ 15% Rs.		
<b>Grand Total With Services Tax Rs.</b>		

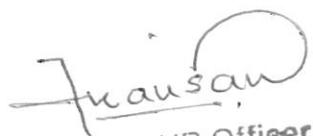
*J. Kausar*  
Admin & HR Officer  
NTC Peshawar

## BID BoQ

## Annex-A1

Name of Work : Repair & Maintenance of NTC MW Building Warsak Road Peshawar

S #	Description	Qty	Unit	Rate	Amount
<b>Pak PWD Schedule rates-2022</b>					
1	Dismantling C.C. floor upto 2" (51 mm) thick in basement, plinth and ground floor including disposing off the material as directed within three chains (91.5 m).	959.50	%Sft	1,503.13	14,422.53
2	Providing and laying terrazzo floor 2-3/4 inches (44 mm) thick consisting of 3/4 inch (19 mm) thick topping 1:2 (one grey cement two approved marble Chipps 0 to 6) in ground floor over a base of 1:2:4 (one cement two sand, and four screened graded bajri) cement concrete 1 inch (25 mm) thick laid in panels or pattern including form work, curing, cutting, rubbing and polishing etc. complete..	959.50	%Sft	14,930.89	143,261.89
3	Removing cement or lime plaster of any thickness from walls and disposing of the rubbish etc. from site as directed	358.75	%Sft	843.75	3,026.95
4	3/4" (19 mm) thick cement plaster 1:4 on walls and columns etc. in basement, plinth, mezzanine and ground floor including making edges, corners and curing etc. complete.	458.75	%Sft	5,335.06	24,474.59
5	Providing and fixing Gypsum board tiles 2' x 2' x 7.5mm ceiling including Groove T & L angle hanger clips jointing clips and G.I Wire etc complete as required in any floor.	327.25	Sft	153.05	50,085.61
6	Repainting two coats with following paint of (ICI) Dulux make and shade to walls and ceiling i/c cleaning and sand papering the surface as directed by the Engineer in charge in any floor and filling were require				
A	Vinyle distemper	18968.36	%Sft	2,147.50	407,345.53
B	Enamel paint (Wood Work)	2020.78	%Sft	2,189.38	44,242.55
C	Enamel paint (Iron Work)	308.00	%Sft	2,750.00	8,470.00
D	Weather shield paint	7640.33	%Sft	2,546.88	194,590.04
7	P/F windows roll blinds sunscreen, dark out, or translucent fabric any colour/shade best quality (Imported) with manual roll up arrangement complete in all respect with all other required accessories and hardware from the approved suppliers and manufactueres, as per direction of Engineer Incharge	120.00	Sft	314.58	37,749.60
8	Providing and fixing water tank made of food grade polyethylene material 300 gallon (Supper tuff) i/c cost of specials and cartage upto site as per direction of Engineer in charge.	1.00	Each	16,062.50	16,062.50
<b>Total (As per PAK PWD Schedule rate 2022)</b>					<b>943,731.79</b>
Premium _____ %age below /above					
<b>A- Total (Rs)</b>					
<b>Non-Scheduled Items</b>					
9	Providing and fixing of PVC wall paneling with approved design including all hardware and jointly aaterial with labor, etc. complete in all respect.	688.75	Sft		
<b>B-Total (Non-Schedule Items)</b>					
<b>Grand Total (A+B) Rs.</b>					

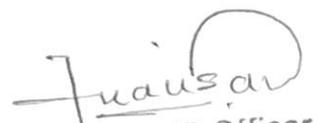
  
 Admin & HR Officer  
 NTC Peshawar

## BID BoQ

## Annex-A2

Name of Work : Repair &amp; Maintenance of NTC MW Building Khyber Bazar Peshawar

S #	Description	Qty	Unit	Rate	Amount
<b>Pak PWD Schedule rates-2022</b>					
1	Providing and laying first class solid burnt brick masonry set in cement mortar 1:6 in straight or curved walls 9 to 13-1/2 inches (229 mm to 343 mm) thick including scaffolding, raking, out joints and curing etc. complete in ground floor superstructure.	4.50	%Cft	41,260.97	1,856.74
2	Replacing worn out frames of best quality deodar wood in doors, windows and ventilators etc. in all floors i/c removing & refixing of Shutters.	7.50	Cft	12,767.81	95,758.58
3	Removing cement or lime plaster of any thickness from walls and disposing of the rubbish etc. from site as directed	583.00	%Sft	843.75	4,919.06
4	3/4" (19 mm) thick cement plaster 1:4 on walls and columns etc. in basement, plinth, mezzanine and ground floor including making edges, corners, and curing etc. complete.	695.00	%Sft	5,335.06	37,078.67
5	Replacing glass panes of 32 oz. per Sft. (4.00 mm) approx. with iron nails and putty including removing broken ones if required in all floors.	22.50	Sft	252.81	5,688.23
6	Repainting two coats with following paint of (ICI) Dulux make and shade to walls and ceiling i/c cleaning and sand papering the surface as directed by the Engineer in charge in any floor and filling were require				
A	Vinyle distemper	8074.98	%Sft	2,147.50	173,410.20
B	Enamel paint (Wood Work)	1083.50	%Sft	2,189.38	23,721.93
C	Enamel paint (Iron Work)	463.00	%Sft	2,750.00	12,732.50
D	Weather shield paint	3484.83	%Sft	2,546.88	88,754.44
7	P/F windows roll blinds sunscreen, dark out, or translucent fabric any colour/shade best quality (Imported) with manual roll up arrangement complete in all respect with all other required accessories and hardware from the approved suppliers and manufactueres. as per direction of Engineer Incharge	60.00	Sft	314.58	18,874.80
<b>Total (As per PAK PWD Schedule rate 2022)</b>					<b>462,795.14</b>
Premium %age below /above					
<b>A- Total (Rs)</b>					
<b>Non-Scheduled Items</b>					
8	Providing & Fixng 1" Tropical Grey Granite Prepolish for existing stair, Tread, Riser and landing i/c leveling & cement mortar etc complete with all respect.	139.38	Sft		
9	Providing, laying and applying chips rockwall/stucco on plastered surface of approved shade. Setting in Cement (White or gray as required), fine & water washed clean Chips 0-No. (Khairabad Ratio 110Kg/6 Bags), Acrilic USA (Ratio 25Kg/110kg), Netrosol USA (2Kg/100Kg), Tatanium USA (0.5Kg/110 Kg). Including the cost of scaffolding, other required material, accessories, preparation of base, filling of joints and chemical etc of approved color complete in all respect as per requirement of site.	4,413.75	Sft		
<b>B-Total (Non-Schedule Items)</b>					
<b>Grand Total (A+B) Rs.</b>					

  
 Admin & HR Officer  
 NTC Peshawar

**Repair & Maintenance of NTC MW Building Khyber Bazar Peshawar**

S. #	Description	Qty.	Unit	Rate	Amount
<b>Electrical &amp; Mechanical Works - Schedule -2022</b>					
10	Wring for sub-main with 2 x 7/029", 250/440 volt grade, PVC insulated wire single core copper conductor wire in 20 mm (3/4") uPVC conduit /duct fitted on surface as required.	7.00	Point	1139.00	7,973.00
11	Extension /Additional wiring for light, fan or call bell point controlled with switch with 1.5mm <sup>2</sup> PVC insulated wire in 20 mm (3/4") uPVC conduit /duct fitted on surface including 1mm <sup>2</sup> PVC insulated wire as ECC as required	7.00	Point	1139.00	7,973.00
12	Providing & fixing flush type 20 Amps Porcelain base 3 Pin combine switch & socket unit, fitted on sheet or boards including connection as required.	2.00	Each	486.00	972.00
13	Providing & fixing of 16 x 16 mm uPVC duct fitted on surface as required	60.00	Rft	55.00	3,300.00
14	Providing & fixing of 16 x 25 mm uPVC duct fitted on surface as required	60.00	Rft	61.00	3,660.00
15	Providing & fixing 6 Amps plastic batten/ Angle Holder on PVC Round Block / Round Cover fitted on surface including connection as required	6.00	Each	342	2,052
16	Providing & installation 140cm (56") sweep ceiling fan with blades, canopy, standard length of down rod i/c connection with 14.00076" flexible wire complete as required (without regulator) Pak, Royal, GFC, Younis, Millat.	1.00	Each	9,349.00	9,349.00
17	Providing & fixing flush type Piano fan Dimmer for all sweep fans, fitted on board including connection as required	1.00	Each	231.00	231.00
18	Providing & installation 30cm (12") sweep, Plastic body Exhaust fan compete with blades, motor etc fixed in existing hole i/c connection with 14.00076" flexible wire complete as required (Pak, Royal, GFC, Younis, Millat)	2.00	Each	4,672.00	9,344.00
19	Making hole in the wall for 18" to 24" sweep metallic / plastic exhaust fan and fixing of holdfast, duly plaster and making good the damage as required	2.00	Each	1,522.00	3,044.00
20	Replacement of un-serviceable and burnt out 6/10 Amps S.P Switch & Sockets with new one of all kind on board as per existing size and sample as required	24.00	Each	151.00	3,624.00
<b>Total (As per PAK PWD Schedule rate 2022)</b>					<b>51,522.00</b>
Premium _____ %age above /below					
<b>Total (A)</b>					
<b>NON-SCHEDULE ITEMS</b>					
21	Providing, Installation, testing and commissioning of electric Power DB having the following designation/circuit breakers of brand (Schneider (France), Siemens (Germany), ABB (Italy) and configurations, fabricated 16 SWG powder coated steel sheet clad with hinged door cover cubic design concealed in wall suitable for 3 phase and neutral 500 volts 50Hz, i/c bus bar and volt meters, A-meter, lock complete as per requirement of the site load as approved by the E/incharge)	1.00	Each		
	Incoming				
	1x75A D.P. MCCB				
	Outgoing				
	5x63A D.P. MCCB				
	8x32A S.P. MCCB				
	4x10A S.P. MCB				
<b>Total-B</b>					
<b>Grand Total (A+B)</b>					

*Jausan*  
Admin & HR Officer  
NTC Peshawar