



**NATIONAL TELECOMMUNICATION CORPORATION**

Regional Headquarters, 6-Race Course Road, Lahore

**e-Bidding documents**

**FOR**

**Replacement of 03 X Cabinet Type AC Units 04 Ton for  
installation at NTC MSU Garden Town, Data Center and NOC at  
06-Race Course Road Lahore**

Through

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

e-Tender Notice # ADE (PP)/AC Unit/RC-GTN/2025-26

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## SECTION-I

### **INSTRUCTIONS TO THE BIDDERS**

#### 1 INVITATION TO e-BIDS

##### **Tender Notice No. ADE (PP)/AC Unit/RC-GTN/2025-26**

National Telecommunication Corporation (NTC), invites electronic bids from the reputable firms, registered with Income Tax and Sales Tax Department having relevant experience for supply of following goods and services:

Tender No.	Description of Service	Last Date & Time of Bid Submission	Bid Opening Date & Time
SW-PP-1/25	Replacement of 03 X Cabinet Type AC Units 04 Ton for installation at NTC MSU Garden Town, Data Center and NOC at 06-Race Course Road Lahore	13-05-2026 @ 1100 Hrs.	13-05-2026 @ 1130 Hrs.

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

#### **Divisional Engineer (Switching)**

NTC, 6-Race Course Road Lahore

Phone: 042-99201111 Fax: 042-99201236

[www.ntc.net.pk](http://www.ntc.net.pk)

## 2 GENERAL

### 2.1 Introduction

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

### 2.2 Scope of Work

#### 2.2.1 Replacement of 03 X Cabinet Type AC Units 04 Ton for installation at NTC MSU Garden Town, Data Center and NOC at 06-Race Course Road Lahore as per Annex-A.

2.2.2 For the execution of the work the bidder shall undertake to supply all hardware including equipment, installation material etc., as detailed in (**Annex- A**), which shall be necessary to make the equipment fully functional & operative. Any other item (i.e. hardware or software) or any other entity which may not have specifically been mentioned in the Bill of Quantity (**Annex-A**), but which is/are necessary to meet the Specifications, Bill of Quantity and site requirements 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.

- i) Hardware
- ii) Specifications.
- ii) Power cabling
- iii) Installation materials
- iii) Contract Form
- iv) Format for Bid security, Bank Guarantee, Performance bonds
- v) Documentation

2.2.3 The offered/quoted equipment shall comply & be in accordance with all the technical provisions as enunciated in technical specifications (**Annex-B**).

### 2.3 System Installations

- The bidder shall supply, install and configure the supplied equipment.
- The bidder shall provide all cables, connectors, and installation materials required on turnkey basis.
- Minor modifications in the building like making holes in the wall; roof or floors required for the execution of the works, shall be done by the bidder.

## 2.4 Maintenance Support

- The bidder shall recommend the type of routine / preventive & corrective maintenance tests and their duration, giving the test set ups and their procedures in the PAT (Provisional Acceptance Testing) document.
- The bidder will clearly indicate the point of presence in Pakistan for maintenance purpose.
- The bidder will maintain sufficient quantity of spares at the bidder's point of presence in Pakistan during warranty period. In case of failure of a component or whole system the equipment will be replaced within 24 hrs with a new one.

## 3 QUALIFICATION CRITERION OF BIDDERS

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

- 3.1 The bidder must have successfully completed at least **02 x tendered equipment(s) projects in Pakistan**. Incumbent bidder shall provide all the record of its previous installations along with contracts/purchase orders detail (i.e. date & time of completion, description of items) & contact details of concerned person for reference & verification. The relevant experience of the incumbent bidder will be evaluated on the basis of its supply record & will be considered for further evaluation. If any bidder is found in-experienced or its previous supply record is irrelevant than the said bidder will not be considered for further evaluation & will be knocked out from the competition. In case of Joint Venture (JV), the experience of the principal firm in the JV will be considered for eligibility criteria evaluation
- 3.2 Duly authorized by (OEM) & shall submit valid certificate of authorization / partnership.
- 3.3 The bidder must be registered with FBR and the status of firm for Income Tax must be “active” and for Sales Tax as “operative”.
- 3.4 The bidder must provide undertaking on at-least PKR 200/- Judicial Paper that:
  - a) The firm is not black listed from any government organization.
  - b) The firm does not have any linkage with India and/or Israel regarding ownership and sponsoring.
- 3.5 The bids from firms / companies having same beneficiaries / owners will be disqualified. However, the companies / firms with common beneficiaries / owners will be allowed to submit e-bids in the shape of Joint Venture (JV). The JV agreement / deed must be as per rules / laws of Pakistan and the attested copy of the same must be submitted along with the bid. NTC may ask the bidder to produce original JV agreement, if deemed necessary. Moreover, the principal firm / company in a JV must be either Original Equipment Manufacturer (OEM) ‘or’ authorized dealer of OEM. The JV must be valid for

the other terms & conditions of the contract covering the project completion time, warrant period etc.

- 3.6 The bidder must have office in the region where the work has to be performed. The bidder must provide the complete address of its regional office(s) along with contract number(s).

*Note: Prospective Bidder Must Provide Valid Documentary Proof against serial # (3.1-3.6) along with the bid. Non-Submission of any of above document will lead to Consideration of a firm as NON-RESPONSIVE & Sub-sequent NON-CONSIDERATION for the evaluation.*

#### 4 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.

#### 5 CLARIFICATIONS OF TENDER DOCUMENTS

- 5.1 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 DE Switching NTC Lahore (Tel: 042-99201111, Fax: 042-99201236)
- 5.2 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.

#### 6 AMENDMENT OF TENDER DOCUMENTS

- 6.1 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.
- 6.2 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.

#### 7 SPECIFICATIONS

The bidder shall responsible to provide the equipment as per technical specification at Annex-B, in case of conflicting specifications appearing in the documents, decision of NTC will be final and strict version will hold good.

#### 8 PREPARATION OF BID

- 8.1 Bid should be prepared in accordance with “**Single Stage-Single Envelope**” procedure.
- a. The bid security envelope shall clearly mention the name of bidder & necessary information in bold & legible letters to avoid any confusion.

- b. Bid documents and all correspondence will be in English language.
- c. 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 uploaded with the proposal:

- a. Duly filled Bill of Quantity as per Annex-A.
- b. Duly filled technical compliance statements as per Annex-B with proper reference in the bid.
- c. Duly filled Commercial Compliance sheet with remarks & reference as per Annexure-C.
- d. Technical brochures of quoted material along with all supporting technical documents (if any).
- e. Tender security/ Earnest Money (Rs.60,000/-).
- f. Valid Tender security.
- g. Documentary evidence and Certificates as per Qualification Criteria.
- h. Company Profile.

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

## **9 PRICE**

- 9.1** Prices should be quoted in Pak Rupees on FOR/DDP basis as per section wise Annex-A mentioned in scope of work on Turnkey basis.
- 9.2** 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.
- 9.3** The quoted price should include all the applicable government taxes, custom duties, in-land transportation, & any other applicable charges.
- 9.4** It is mandatory that the rates / prices shall be entered against each item in the Bill of Quantity (BOQ) at Annex-A. Any item against which no rate or price is entered and left blank by the bidder even mistakenly shall be deemed covered by the highest rates / prices for that item in the other quotation /tender for evaluation purpose and bidder shall be bound to provide that item free of cost.
- 9.5** The bidder shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.
- 9.6** If Price of any or all items quoted in a currency other than PKR shall be converted into PKR and for calculation purpose (Financial Evaluation) conversion rate (i.e. selling) prevailing on the date of tender opening shall be

applied. The rates of State Bank of Pakistan / National Bank of Pakistan will be applicable.

- 9.7 Price of other currency or any material on the date of payment or during course of execution will not be affected /change the bid or contract value.

## 10 BID SECURITY

- 10.1 The bidder shall furnish tender security amounting to **PKR. 60,000/- (Pak Rupees Sixty 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 or from a foreign bank duly counter guaranteed by a scheduled bank in Pakistan in favor of Director NTC Lahore valid for a period of at least 120 days from tender opening date.
- 10.2 The Original Bid Security shall be delivered in person or sent by the registered mail which should reach the office of Director NTC Lahore 06-Race Course Road Lahore on or before 1100 hours on **May 13<sup>th</sup>, 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
- 10.3 Scanned Copy of bid security shall be uploaded by the bidder on EPADS before deadline of bid submission. Any bid not accompanied by bid security shall be rejected by the NTC as non-responsive.
- 10.4 The tender 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 tender 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 NTC Lahore.
- 10.7 The tender security may be forfeited:
- If a bidder withdraws their bid during the period of bid validity.
  - If the bidder does not accept the correction of their bid price.
  - In the case of successful bidder, if bidder fails to furnish the required performance security or sign the contract agreement.
  - If bidder does not respond to clarifications called by NTC.

## 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 11:00 hours on dated **May 13<sup>th</sup>, 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 May 13<sup>th</sup>, 2026** in the presence of bidders' representatives who choose to attend, at NTC 6-Race Course Road Lahore.
- 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 BIDS

- 14.1 The tender security is submitted.
- 14.2 The bid is valid till required period.
- 14.3 The bid prices are firm during its validity and inclusive of all taxes, duties etc.
- 14.4 Completion period offered is within specified limits.
- 14.5 The bidder is qualified for tender and possesses the requisite experience.
- 14.6 The bid does not deviate from basic tender requirements.
- 14.7 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."*

## 15 EVALUATION CRITERION FOR MOST ADVANTAGEOUS BIDDER

### 15.1 Preliminary Evaluation:

In the first step proposals will be evaluated on preliminary grounds. For this purpose, the conditions mentioned in clause 3 will be considered for this evaluation. All firms will be evaluated as per these conditions without taking into account their technical & financial proposals. Any firm found non-compliant in any of these conditions will be dis-qualified in the initial stage & will not be considered for further evaluation proceedings. The bid securities of

such firms will also be released by concerned NTC officer. Moreover, it will also be examined that no major deviation from the terms & conditions set forth in bidding documents is found in the proposals of prospective bidders. Only those firms found compliant & eligible will be further considered for technical evaluation of their solutions.

**15.2 Technical evaluation:**

All firms declared successful in preliminary evaluation will be further evaluated on the basis of their technical proposals. For this purpose, the products offered will be evaluated on the basis of parameters set forth in technical specifications enclosed as Annex-A & Annex-B. Bidders complying with all mandatory clauses will be considered technically qualified.

**15.3 Financial Evaluation:**

After ensuring technical compliance, prices will be taken into consideration. Financial evaluation will be done for BoQ mentioned at Annex-A. Any item against which no rate or price is entered and left blank by the bidder shall be deemed covered by the rates / prices for other items in the BOQ. However, for the purpose of financial comparison, price of highest bidder against that particular item will be taken as reference. The bidder may seek information regarding financial comparison but cannot challenge to alter or modify it. However, evaluated price may be shared with the successful bidder for the sake of clarity.

**15.4** The contract shall be awarded to the bidder who is technically qualified and has submitted the lowest evaluated bid in accordance with the tender evaluation criteria.

**15.5** Any effort by a bidder to influence NTC in the tender evaluation, bid comparison or order award decision may result in the rejection of their bid.

**15.6** 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 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 its tender 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 at Annex-A. 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.
- 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 ENGINEERING SURVEY**

- 20.1 All prospective bidders may carry out physical engineering survey of sites at their own expenses for clarity purposes and for proper preparation of bid. However, after award of contract, the contractor shall be bound to complete the work as per provision of the contract and site condition.
- 20.2 For survey, prospective bidders may coordinate with DE Switching NTC for coordination and assistance on sites.  
(Switching NTC Address: NTC RHQs Building, 6- Race Course Road NTC Lahore **Tel: 042-99201111, Fax: 042-99201236**).

**21 NOTIFICATION OF AWARD & SIGNING OF CONTRACT AGREEMENT**

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

## SECTION-II

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

The contract document shall comprise the usual terms & conditions of the contract in vogue in the Federal Govt. / Public Sector entities.

#### **1 PERFORMANCE SECURITY**

- 1.1 The successful bidders shall furnish to the NTC (In the name of Director NTC Lahore) a performance security equivalent to 10% of the total tendered value as per acceptance letter, in the form of Deposit at Call or Pay Order or a Bank Guarantee from any Scheduled Bank of Pakistan, valid for a period of **12 months** (as per Annex-E) beyond the date of completion as per contract. The cost if any shall be borne by the contractor.
- 1.2 The performance security / bank guarantee shall be further extended if the work is delayed or deemed necessary by Director NTC Lahore.
- 1.3 In the event of the Contractor's failure to execute a formal contract or to make a security deposit, in the manner aforesaid and in the period specified in the Letter of Acceptance, NTC is entitled to appropriate/forfeit any earnest money or initial deposit made by the Contractor with his tender without prejudice to their right to claim any further loss or damage which may result to them by reason of the aforesaid defaults of the Contractor as if a contract is actually executed for purposes of such claim.
- 1.4 The Performance Security shall be released after expiry of the Maintenance / Warranty period, subject to issuance of Final Acceptance Certificate (FAC), by DE Switching NTC Lahore.

OR

Performance security/Bank guarantee shall be released upon issuance of PAC after completion of work and amount equivalent to 10% work completion will be retained from the final bill till expiry of warranty period of 12 × months and issuance of FAC.

- 1.5 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.
- 1.6 All the correspondence regarding release of performance guarantee shall be made with Director NTC Lahore.

## 2 CONTRACTORS RESPONSIBILITIES

- 2.1 The contractor shall supply, install/configure, test and commission the equipment 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'S RESPONSIBILITIES

NTC shall coordinate and facilitate the contractor for smooth execution of works.

## 4 TRANSPORTATION/PACKING

All types of transportation for delivery of hardware 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 TIME FOR COMPLETION

The Contractor shall complete the work within **30 x Days** from the date of signing of contract or issuance of PO/work order whichever is later.

## 6 WARRANTY

- 6.1 The contractor will warrant that the equipment supplied under the contract are new, un-used, and incorporates all recent improvements in design and materials and of good quality. The warranty shall remain valid for a period of 12 months starting from the date of issuance of PAC. NTC shall promptly notify the supplier in writing of any claims arising under this warranty and the supplier will repair / replace the defective items within reasonable time without any cost effect.
- 6.2 Upon receipt faulty notice, the Contractor shall, with all reasonable speed, repair or replace, at the NTC's Consignee's store as the case may be at that time, the defective goods or part thereof, without costs to NTC.
- 6.3 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 LIQUIDATED DAMAGES

- 7.1 Unless the failure to complete the work is caused by force majeure or delay is not on part of NTC, the contractor shall pay to NTC as liquidated damages a sum up equivalent to @ 0.3% per day of the delay to maximum of 10% of total contract value and the same will be recovered from the Contractor at the time of payment. In case of force majeure the LD charges may be waived off by NTC on receipt of request from contractor with documentary evidences. If the delay is on the part of NTC, and agreed by NTC, then for that time no liquidated damages will be paid to NTC. NTC shall the have discretion to impose/waive off LD Charges based on the performance of contractor. The payment or deduction for such damages neither shall relieve the contractor from his

obligation, to complete the work nor from any other obligation & liabilities under the contract.

## **8 PROVISIONAL ACCEPTANCE CERTIFICATE**

- 8.1** Upon satisfying itself that installation and testing of the equipment undertaken by the contractor is complete in all respects, the contractor will inform in-writing to Director NTC Lahore.
- 8.2** Director NTC Lahore will detail a PAT team for Provisional Acceptance Test and final inspection. The team shall confirm the quantities and functioning of equipment and will mention discrepancies, if any. The Contractor will arrange to conduct the tests as per PAT Documents. DE Switching NTC Lahore will issue the PAC, upon completion work(s) the contract, subsequent to successful conduct of PAT /Final inspection including verification of contract BoQ as per site requirement.
- 8.3** On “Successful Conduct of PAT” and Final Inspection, the “Provisional Acceptance Certificate” will be issued within 15 × days.
- 8.4** If the equipment/ plant is commercially launched before the PAT/inspection, the date on which the equipment is commercially launched will be considered the date of PAC.
- 8.5** In case Provisional Acceptance Certificate is not issued within Fifteen (15) days, DE Switching NTC Lahore shall inform in-writing of the specific reason(s) for the delay within 05 days after receipt of request from the Contractors.
- 8.6** NTC reserves the rights to reject any item even after issuance of Provisional Acceptance Certificate if it does not conform to the specifications by reason of some defect, latent or otherwise of material which was not discoverable by a reasonable examination.
- 8.7** The Provisional Acceptance Certificate (PAC) will be valid for warranty period as offered by the successful bidder.

## **9 TERMS OF PAYMENT**

- 9.1** 100% payment shall be made to the contractor after issuance of PAC by DE Switching NTC Lahore.
- 9.2** The performance security (10% of work completion) will be released after successful completion of warranty/defect liability period and issuance of Final Acceptance Certificate (FAC) by DE Switching NTC Lahore.
- 9.3** Payments shall only be released if the contractor is found to be “Active Tax Payer” in Federal Board of Revenue (FBR) Pakistan database at the time of payment. Contractor will provide the e-return of each invoice after payment.
- 9.4** The invoice must be clearly marked as running or final bill and shall be forwarded on the original bill book / letter head pad of the contractor and signed by the contractor or his authorized representative along with original GST invoice clearly mentioning the GST number of both the contractor and NTC (STRN: 07-01-9802-013-64 NTN: 1218153-6) on the contractor’s original letter head pad.

- 9.5 All the payments shall be made through cross cheque in the Pak Rupees.  
9.6 Taxes will be deducted as per government rules at the time of payment.

## 10 FINAL ACCEPTANCE CERTIFICATE

- 10.1 The contractor may notify the DE Switching NTC Lahore at-least 15 days before the expiry of warranty period for the issuance of final acceptance certificate. Upon such notification from contractor, the DE Switching NTC Lahore will issue Final Acceptance Certificate in favour of contractor subject to satisfactory completion of warranty period as per requirement of contract. Alternatively, DE Switching NTC Lahore will notify the contractor for the discrepancies that still remain un-resolved and contractor will rectify the discrepancies.
- 10.2 On issuance of Final Acceptance Certificate, contractor shall request for release of bank guarantee submitted as performance security.

## 11 DEFAULT BY CONTRACTOR

- 11.1 If the contractor fails to execute the work, 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 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 Managing Director NTC. Only Managing Director 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 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 PROJECT DIRECTOR

The ultimate consignee of the store will be Divisional Engineer (Switching) NTC.

Address: 06-Race course road Lahore (042-99201111)

## 17 DEBARMENT / BLACKLISTING OF FIRM

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

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

17.2 Managing Director NTC will constitute a committee comprising of three NTC officers and they will investigate the matter in connection with allegation of corrupt, fraudulent, coercive or collusive practices or illegally harassment or threat. Moreover, the committee shall also accord adequate opportunity of being heard to the contractor who is to be debarred / blacklisted. The said committee will forward its clear recommendations for the approval of Managing Director NTC.

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

## 18 REPEAT ORDER

NTC may place repeat order in accordance with PPRA Rules 2004.

## 19 INTEGRITY

- 19.1 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.
- 19.2 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.
- 19.3 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 Claus.

## 20 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**.



Replacement of 03 × Cabinet Type AC Units 04 Ton for installation at NTC MSU Garden Town, Data Center and NOC at 06-Race Course Road Lahore



**ANNEX-A: BOQ REGARDING REPLACEMENT OF 03 X CABINET TYPE AC UNITS 04 TON FOR INSTALLATION AT NTC MSU GARDEN TOWN, DATA CENTER AND NOC AT 06-RACE COURSE ROAD LAHORE**

S.No	Description	A/U	Qty	Unit Rate without tax (Rs.)	Unit Rate (in words) without tax (Rupees)	Total Price Without tax (Rs.)	Total Price (in words) (Rupees)
<b>Store</b>							
1	04-Ton Split Air Conditioner cabinet / stand type/floor mounted (L.G / Mitsubishi / ACSON / Gree) or equivalent along with allied accessories	No.	03				
2	Providing and fixing of DP box 12'' x 18'' containing on 2 x 32 amp three pole circuit breakers along with installed digital volt meter and selector Switches lock key	No.	01				
3	Four Core Power Cable 6mm Cu/PVC 300/500 volt	M	70				
4	Copper Pipe 3/4, 3/8 along with insolation and all allied accessories	Ft	130				
5	Iron Stand for Outdoor Units	No.	03				
<b>Services</b>							
1	Complete Installation (including dismantling of old AC Units)	Job	03				
<b>GST on Items (Rs.)</b>							
<b>GST on Items (in words) Rupees</b>							
<b>PST on Services (Rs.)</b>							
<b>PST on Services (in words) Rupees</b>							
<b>Grand Total (Rs.)</b>							
<b>GRAND TOTAL (in words) Rupees</b>							
<i>(Quoted Prices are in PKR &amp; inclusive of all applicable government taxes and duties)</i>							

### ANNEX-B: TECHNICAL EVALUATION

REGARDING REPLACEMENT OF 03 X CABINET TYPE AC UNITS 04 TON FOR INSTALLATION AT NTC MSU GARDEN TOWN, DATA CENTER AND NOC AT 06-RACE COURSE ROAD LAHORE

S.No	Title	Description	Marks	Bidder's Statement				
				FC	PC	NC	Bidder's Quoted Feature	Reference in Datasheets/M anual
<b>1</b>	<b>Design Features</b>							
1.1		Participating firm keeping minimum 03 years relevant experience	M					
1.2		Office address in Lahore or other city	M					
1.3		PEC category C-5 category PEC registration	M					
1.4	Make and Manufacture Type	L.G / Mitsubishi / ACSON / Gree or equivalent	M					
1.5		T3 rated compressor	M					
1.6	Warranty	3-year compressor warranty and a 1-year maintenance/parts warranty (offered by Brand)	M					
1.7	Refringent Type	R-410A or R-32 Gas	M					
1.8	Cooling Capacity: 4.0 Ton	48000 BTU or above	M					
1.9	Pipe (100% Copper)	Standard refringent pipe, extra refrigerator pipe with PVC Duct, Drain Pipe with PVC duct	M					
1.10	Iron stands for outdoor units	Heavy duty brackets made of steel for outdoor	M					
Note	<p><b>Bidder's Statement column must be properly filled to clearly state the available feature/compliance as fully complied (FC), partially complied (PC) or not complied (NC) or better feature is available, Tick the relevant box. The bidder must Fully comply to all Mandatory clauses (Denoted as "M" in Marks column) failing to do so will Technically disqualify the bidder, Moreover, the bidder should score 75 % or more of the total marks given in "Marks" column. The compliance of above specification must be supported by data sheet of product to certify the Compliance.</b></p>							

**ANNEX-C: COMMERCIAL COMPLIANCE STATEMENT**

Clause. #	Description	Complied	Not Complied	Partially complied
1	Introduction			
2	Invitation To e-Bids			
3	Scope Of Work			
4	Qualification Criterion Of Bidders			
5	Cost Of Tendering			
6	Clarifications Of Tender Documents			
7	Amendment Of Tender Documents			
8	Specifications			
9	Preparation Of Bid			
10	Price			
11	Bid Security			
12	Validity Of Bids			
13	Deadline For Submission Of Bid			
14	Opening Of Bid			
15	Responsiveness Of Bids			
16	Evaluation Criterion			
17	Clarifications / Corrections Of Bid			
18	Commercial Compliance Statement			
19	Variation Order			
20	Award Criteria & NTC's Right			
21	Notification Of Award & Signing Of Contract Agreement			
	<b>Contract Conditions</b>			
1	Performance Security			
2	Contractors Responsibilities			
3	NTC's Responsibilities			
4	Transportation/Packing			
5	Time For Completion			
6	Warranty			
7	Liquidated Damages			
8	Provisional Acceptance Certificate			
9	Terms Of Payment			
10	Final Acceptance Certificate			
11	Default By Contractor			
12	Arbitration And Applicable Law			
13	Force Majeure			
14	Termination For Insolvency			

Clause. #	Description	Complied	Not Complied	Partially complied
15	Termination For Convenience			
16	Project Director			
17	Debarment / Blacklisting Of Firm			
18	Repeat Order			
19	Integrity			
20	Declaration Of Beneficial Owners' Information			

### ANNEX-D: BID SECURITY FORMAT

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

To,

THE DIRECTOR NTC LAHORE  
NATIONAL TELECOMMUNICATION CORPORATION  
06-RACE COURSE ROAD  
LAHORE.

Dear Sir,

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

#### WE HEREBY AGREE AND UNDERTAKE:

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

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

Yours faithfully,

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

### ANNEX-E: PERFORMANCE BOND FORMAT

Bank Guarantee No.-----

Date of Issue -----

Valid upto -----

Value (Rs.) -----

FROM: \_\_\_\_\_  
TO,

THE DIRECTOR NTC LAHORE  
NATIONAL TELECOMMUNICATION CORPORATION  
06-RACE COURSE ROAD  
LAHORE.

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 RHQ 06-Race Course Road Lahore.

WE HEREBY AGREE:

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

Dated This Day of \_\_\_\_\_

Authorized Signature:

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

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

Sworn & Sign before me

this day of.... ..

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

## ANNEX-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)