



NATIONAL TELECOMMUNICATION CORPORATION

NTC DIVISIONAL OFFICE, TARIQABAD, FAISALABAD
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EPADS E-TENDER DOCUMENTS

PROVISION OF 02 X MINI MSANS (256 POTS + 256 POTS) FOR TDM TO IP MIGRATION IN THE JURISDICTION OF NTC EXCHANGE JAUHARABAD

EPADS e-Tender Notice # DE-FSD/49-D(a)/2025-26

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SECTION-I

INSTRUCTIONS TO THE BIDDERS

1 INVITATION TO e-BIDS

e-Tender Notice No. DE-FSD/49-D(a)/2025-26

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

eTender No.	Description of Service	Last Date & Time of Bid Submission	Bid Opening Date & Time
DE-FSD/49-D(a)/2025-26	Provision of 02 X Mini MSANs (256 POTS + 256 POTS) for TDM to IP Migration in the Jurisdiction of NTC Exchange Jauharabad	22-06-2026 @ 1100 Hrs	22-06-2026 @ 1130 Hrs

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

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

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

Divisional Engineer (Phones)

NTC Microwave, Tower Road

Tariqabad, Faisalabad

Phone: 041-9201234 Fax: 041-9201235

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 *Provision of 02 X Mini MSANs (256 Pots + 256 Pots) for TDM to IP Migration in the Jurisdiction of NTC Exchange Jauharabad* as detailed in the Bill of Quantities ([Annex-A](#)) and Technical Specifications ([Annex-B](#)).
- 3.2 The selected bidder(s) shall be responsible for the complete supply along with required accessories to ensure full functionality and operability in accordance with the prescribed specifications.
- 3.3 The selected bidder(s) shall be responsible for delivering all component whether or not explicitly mentioned in bill of quantities that are necessary to meet the technical and functional requirements specified in technical specification, without claiming any additional cost to NTC.
- 3.4 The offered/quoted equipment shall comply & be in accordance with all the Technical provisions as enunciated in technical specifications ([Annex-B](#)).

4 QUALIFICATION / ELIGIBILITY CONDITIONS OF BIDDERS

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

- 4.1 The firm must be registered with Tax Authorities and active Tax payer for Income Tax and Sales Tax (GST/PST).
- 4.2 The firm must have relevant experience of supplying the above-mentioned equipment to reputable Government / Private Organizations.
- 4.3 The firm must provide undertaking on at-least PKR 200/- Judicial Paper that:
 - a) The firm is not black listed from any government organization.
 - b) The firm does not have any linkage with India and/or Israel regarding ownership, sponsoring etc.
- 4.4 The firm must has established office in the region where the work is to be executed.
- 4.5 Company Profile (Including Expenses, Profit Loss Statement & Balance Statement)
- 4.6 The bidder must fully comply to the tender clauses as per ([Annex-C](#)).

Note: *Prospective Bidder Must Provide Valid Documentary Proof against serial # (4.1-4.5) along with the bid. Non-Submission of any of above document will lead to Consideration of a firm as NON-RESPONSIVE & Sub-sequent NON-CONSIDERATION for the evaluation.*

5 COST OF TENDERING

The bidder shall bear all costs associated with the preparation and submission of its bid and the NTC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

6 CLARIFICATIONS OF TENDER DOCUMENTS

- 6.1 A prospective bidder requiring any clarification(s) regarding technical and commercial aspects of the tender document may notify to NTC on EPADS platform only, however, in case of further clarification/understanding are required, the bidder may contact following NTC Officers:

Assistant Engineer (Technical)	Divisional Engineer (Phones) NTC Faisalabad
Tel: 041-9201501	Tel: 041-9201234
Email: zahid.alfaf@ntc.org.pk	Email: muhammad.imran@ntc.org.pk

- 6.2 The concerned NTC officer will respond to any request for clarification on EPADS, which receives well before (approximate 05 working days or more) to the deadline for the submission of bids.

7 AMENDMENT OF TENDER DOCUMENTS

- 7.1 At any time prior to the deadline for submission of bids, the NTC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify 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 - Single 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 the given scope of work. 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.

- d. 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 for the Work being quoted, as per ([Annex-A](#)).
 - Duly filled Technical Compliance Statement for the Work being quoted ([Annex-B](#)).
 - Duly filled Commercial compliance statement as per ([Annex-C](#)).
 - Valid Bid Security.
 - Documentary evidence and certificates as per Qualification Criteria.

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.

10 PRICE

- 10.1 Prices should be quoted in Pak Rupees as per Bill of Quantities.
- 10.2 The price quoted should be firm, final, and clearly typed without any ambiguity.
- 10.3 The prices quoted shall remain valid for a period of One Year from the signing of contract.
- 10.4 The price should include all the applicable government taxes, duties etc.
- 10.5 The bidder shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.
- 10.6 Price of any or all items quoted in a currency other than PKR shall be converted into PKR and for calculation purpose conversion rate (i.e. selling) prevailing on the date of tender opening (Financial Proposal) shall be applied.

11 TENDER SECURITY / EARNEST MONEY

- 11.1 The bidder shall furnish tender security amounting to **PKR. 36,000/- (Pak Rupees Thirty Six Thousand Only)** for quoted **Work** 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 DE Phones NTC, Faisalabad valid for a period **180 days** from the date of tender opening.
- 11.2 The Original Bid Security for the work being quoted shall be delivered in person or sent by the registered mail which should reach the office of **Divisional Engineer (Phones) NTC Microwave, Tower Road Tariqabad, Faisalabad** on

- or before **1100 Hours on 22-06-2026**. Any online bid for which original bid security does not reach before deadline of the bid shall be rejected by the NTC as non-responsive
- 11.3 Scanned Copy of bid security shall be uploaded by the bidder on EPADS before deadline of bid submission. Any bid not accompanied by bid security shall be rejected by the NTC as non-responsive.
- 11.4 The bid securities / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of tender security whichever is earlier. The bid securities of bidders, who are not in competition, can be returned earlier at NTC discretion upon receiving a request.
- 11.5 The tender security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed contract agreement.
- 11.6 All correspondence regarding release/extension of bid security shall be made with **Divisional Engineer (Phones) NTC Microwave, Tower Road Tariqabad, Faisalabad.**
- 11.7 The bid security may be forfeited:
- If a bidder withdraws his bid during the period of bid validity.
 - If the bidder does not accept the correction of their bid price.
 - In the case of successful bidder, if bidder fails to furnish the required performance security or sign the contract agreement.
 - If bidder does not respond timely to the clarifications called by NTC.

12 VALIDITY OF BIDS

Bid shall remain valid for a period of **180 days** from the date of tender opening.

13 DEADLINE FOR SUBMISSION OF BID

- 13.1 The bid shall be uploaded in PDF format on PPRA EPADS website i.e. www.eprocure.gov.pk on or before **1100 hours on dated 22-06-2026**.
- 13.2 The bidders are required to follow procedure of EPADS and for any clarification/assistance regarding EPADS they may contact PPRA Helpline UAN: 051-111-137-237.
- 13.3 Bid received other than EPADS i.e. hard/Soft copy delivery in person or through e-mail or fax or registered mail will be not accepted by NTC.

14 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 at **1130 hours on dated 22-06-2026** in the presence of bidders' representatives who choose to attend, at **Divisional Engineer (Phones) NTC Microwave, Tower Road Tariqabad, Faisalabad.**
- 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.
- 15.5 NTC reserves the right to reject any one or all bids as per Public Procurement Rules, 2004 33(1).

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 on **Qualification, Quality and Cost basis.**
- 17.3 The **Most advantageous bidder** shall be the one fully compliant to **qualification criteria**, compliant to **quality evaluation criteria** and **highest ranked in cost evaluation criteria** as defined below.
- 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 **Quality Evaluation Criteria:**
After determining the qualification, the bids will be examined in detail whether the quoted items by the bidder comply the respective technical specification as

enunciated in [Technical Specification](#). For this purpose, the bidder's data submitted with the bid will be compared with terms and conditions set forth in the tender documents; supported documents & clarification will be sought in case compliance is not evident from the literature / documents. Bidders obtaining minimum 70% marks in the quality evaluation criteria besides fully complying to mandatory clause will be considered technically qualified. **Any bidder obtaining less than 70% marks against above Quality Evaluation Criteria or noncomplying any mandatory clause in the criteria will be rejected by NTC.**

17.6 **Cost Evaluation Criteria:**

Cost evaluation of the bids shall be carried out by comparison of bids evaluated prices as per bill of quantities. The bidder with lowest financial price will be declared as **highest ranked** and so on.

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

17.8 Any minor informality or non-conformity or irregularity in the bid which does not constitute a material deviation may be waived by NTC, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

18 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-C](#)).

20 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.

21 AWARD CRITERIA & NTC'S RIGHT

- 21.1 The bid of eligible and commercially compliant bidder with financially lowest evaluated cost shall be considered as **most advantageous bidder**. Contract will be awarded to most advantageous bidder.
- 21.2 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.

22 NOTIFICATION OF AWARD & SIGNING OF CONTRACT AGREEMENT

- 22.1 Prior to expiration of the period of tender validity prescribed by NTC, the NTC will notify the successful bidder(s) Letter of Intent (LOI) through EPADS that their tender(s) have been accepted.
- 22.2 The contract shall be signed with the successful bidder upon furnishing of acceptable performance security.

23 ENGINEERING SURVEY

- 23.1 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.
- 23.2 For survey, prospective bidders may coordinate with **Divisional Engineer (Phones) NTC Microwave, Tower Road Tariqabad, Faisalabad** for coordination and assistance on site.

SECTION-II

TERMS & CONDITIONS OF CONTRACT

1 PERFORMANCE SECURITY

- 1.1 The successful bidder shall furnish to the NTC in the name of DE Phones NTC Faisalabad a performance security equivalent to 10% of the total bid value as per acceptance letter in the shape of Pay order or CDR or bank guarantee from any scheduled Bank of Pakistan, valid for a period of 15 x months as per ([Annex - E](#)) at the time of signing of contract.
- 1.2 The performance security shall be valid for 15 x months which will further be extended if the work is delayed or deemed necessary by DE Phones NTC Faisalabad.
- 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 Phones NTC Faisalabad.

OR

- 1.5 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 01 x year and issuance of FAC.
- 1.6 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.
- 1.7 All the correspondence regarding release of performance guarantee shall be made with DE Phones, NTC Faisalabad.

2 CONTRACTOR'S RESPONSIBILITIES

- 2.1 The contractor shall complete the work in accordance with the contract BOQ ([Annex-A](#)) and technical specifications ([Annex-B](#)) and responsibility matrix within the given time for completion.
- 2.2 The contractor shall not subcontract whole or any part of the works without the written consent of the NTC.
- 2.3 The contract shall, in accordance with the contract, with due care and diligence, complete the works and test and commission the network/works and carry out the works within the stipulated "Time for Completion". The contractor shall

- provide all necessary contractor's equipment, superintendence, labors and materials necessary for accomplishment and testing of the work as per contract.
- 2.4 Regarding liaison with other Govt. Depts./ Entities etc. and acquiring NOC/Permission (involving smooth accomplishment of project), The contractor will provide the information / detail(s) of his labor within 03 x days on such requirement at his own cost. Any delay in provision of labor information will be considered on part of the contractor.

3 NTC's RESPONSIBILITIES

NTC shall coordinate and facilitate the contractor for smooth execution of work in accordance with this contract.

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 TIME FOR COMPLETION

- 5.1 The contractor shall deliver the store within **08 x Weeks** as per NTC's discretion from the date of placement of purchase order.
- 5.2 The Contractor shall complete the work as mentioned in the Work Order from the date of signing of Contract or issuance of Work Order whichever is later.

6 LIQUIDATED DAMAGES

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 @ 0.5% 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 have discretion to impose/waive off LD Charges based on the performance of contractor.

7 WARRANTY / SERVICES

- 7.1 The contractor will warrant that the store supplied under the contract incorporates all recent improvements in design and materials and of good quality material unless provided otherwise in the contract. The contractor shall also furnish an undertaking that the store supplied is not stolen, from old stock or smuggled.
- 7.2 This warranty shall remain valid for one year after issuance of acceptance certificate by ultimate consignee(s) certifying the successful completion of work.

- 7.3 NTC shall promptly notify the supplier in writing of any claims arising under this warranty and the supplier will repair / replace the defective items within reasonable time without any cost to NTC.
- 7.4 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, NTC may proceed to take such remedial actions as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which NTC may have against the Contractor under the contract.
- 7.5 Without prejudice to any other clauses of this contract, the Contractor shall promptly correct at no cost to NTC, any defect in any work of correction executed previously, upon receipt of written notice of defect within twelve months' warranty period from the acceptance of the corrected defect.
- 7.6 If no discrepancy is reported by the ultimate Consignee(s) within the warranty period, then the performance security shall be released by DE Phones NTC, Faisalabad.

8 PROVISIONAL ACCEPTANCE CERTIFICATE

- 8.1 Director NTC Lahore will detail a PAT team for Provisional Acceptance Test and Final Inspection. The contractor will be responsible to arrange all type of test equipment, tools, labor etc. at his own cost for successful conduct of PAT/ Inspection. The team shall confirm the quantities and functioning of equipment, network, work as per clause # 3 "Scope of Work" and will mention discrepancies, if any. DE Phones NTC Faisalabad will issue the PAC, upon completion of work subsequent to successful conduct of PAT and final inspection including verification of contract BOQ ([Annex-A](#)) as per site requirement.
- 8.2 On "Successful Conduct of PAT", Final Inspection and provision of NOC/ ROW documents (where applicable), the "Provisional Acceptance Certificate" will be issued within 15 x days.
- 8.3 If the equipment / network / work is commercially launched before the PAT/inspection, the date on which the equipment/ network/ work is commercially launched will be considered the date of PAC.
- 8.4 In case Provisional Acceptance Certificate is not issued within Fifteen (15) days, DE Phones NTC Faisalabad shall inform in-writing of the specific reason(s) for the delay within 05 days after receipt of request from the Contractors.
- 8.5 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.

- 8.6 The Provisional Acceptance Certificate (PAC) will be valid for warranty period of one year.
- 8.7 Any discrepancy found will be intimated to the contractor who will arrange to sort out the discrepancy
- 8.8 Shortage of any quantity will also be pointed out and will be intimated to the contractor accordingly.

9 TERMS OF PAYMENT

- 9.1 Payment will be made after successful PAT and inspection of work as per clause No. 03 "Scope of Work" along with deduction of security money equivalent to 10% of total project value valid for warranty period of one year, which will be released after issuance of FAC.
- 9.2 Invoice must be triplicate, on company's letter pad, officially stamped and serially numbered with date, carrying GST/PST numbers and business Address of both contractor as well as NTC.
- 9.3 Price with GST/PST with separate calculations for GST/PST amount. Bill attached with the invoices must contain details regarding quantity as well as price and clearly mentioning the GST Number of both Contract and NTC (STRN: 07-01-9802- 013-64 NTN: 1218153-6) on the contractor's original letter head pad.
- 9.4 Invoices without details, test results will not be entertained for payments.
- 9.5 All payments will be made by Divisional Engineer (Phones) NTC Faisalabad subject to allotment / availability of funds.
- 9.6 The execution of work by contractor shall not be conditional to payment of running bills by NTC.
- 9.7 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 Phones NTC Faisalabad.
- 9.8 Taxes will be deducted as per government rules at the time of payment.
- 9.9 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 also bound to provide the Annex-C (submitted status) / E-return of each invoice at the time of payment.

10 FINAL ACCEPTANCE CERTIFICATE

- 10.1 The contractor may notify the DE Phones NTC Faisalabad at-least 15 days before the expiry of warranty period for the issuance of final acceptance certificate. Upon such notification from contractor, the DE Phones NTC Faisalabad will issue Final Acceptance Certificate in favor of contractor subject to satisfactory completion of warranty period as per requirement of contract. Alternatively, the concerned DE Phones NTC Faisalabad 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 performance security.

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 Lahore 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

- 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, lock-outs or other industrial disturbance, act of public enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Pakistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other cause similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome.
- 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 ULTIMATE CONSIGNEE/PROJECT DIRECTOR

Divisional Engineer Phones NTC Faisalabad being Project Director (PD) would execute the work(s) as per contract.

- a. **Project Director:** Divisional Engineer Phone, NTC
Tower Road Tariqabad, Faisalabad
Ph: 041-9201234, Fax: 041-9201235
- b. **Project Manager:** Assistant Engineer Phones, NTC
Microwave Station Jauharabad
0454-920000

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

- 18.1 The Contractor hereby declares that it has not obtained or induced the procurement of this Contract or a right, interest, privilege or other obligation or benefit under this Contract from Government of Pakistan or any administrative subdivision or agency thereof or any other owned or controlled by it (GoP) through any corrupt business practice.
- 18.2 Without limiting the generality of the foregoing the Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of this Contract or a right, interest, privilege or other obligation or benefit under this Contract in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.
- 18.3 The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this Clause.

19 DECLARATION OF BENEFICIAL OWNERS' INFORMATION

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

Bidder's Details

Name of Authorized Representative with CNIC

Organization Name and Address

Contact No. _____



Provision of 02 X Mini MSANs (256 POTS + 256 POTS) for TDM to IP Migration in the Jurisdiction of NTC Exchange Jauharabad



ANNEX - A (BILL OF QUANTITY)

Provision of 02 X Mini MSANs (256 POTS + 256 POTS) for TDM to IP Migration in the Jurisdiction of NTC Exchange Jauharabad

Sr.	Description	A/U	Qty	Unit Price with GST (PKR)	Total Amount with GST (PKR)
Equipment Details					
1	Provision of Mini MSAN: 256-PSTN VoIP Ports Only along with related Subscriber Cables (03-Meters) and Tag Blocks, Power Module (DC Operated), Uplink Interfaces (1 × SFP Based / 1 × RJ-45), Management Port, Supporting Protocols for Voice and Data (SIP, H.248, RIP, VLAN, Link Aggregation etc.) Completed in All Aspects in the Jurisdiction of NTC Exchange Jauharabad	Nos	02		
Grand Total with Taxes (PKR)					

ANNEX - B (TECHNICAL SPECIFICATIONS)

Provision of 02 X Mini MSANs (256 POTS + 256 POTS) for TDM to IP Migration in the Jurisdiction of NTC Exchange Jauharabad

S.No	Title	Description	Marks	Bidder's Statement				
				FC	P C	N C	Bidder's Quoted Feature	Reference in Datasheets/M annual
1	Design Features							
1.1	Type	Fixed 1U/1.5U/2U MDU/Mini MSAN	M					
1.2	Architecture	Non-Blocking Architecture	M					
1.3	Downlink Interfaces / Ports	256 POTS or Equivalent	M					
2	VoIP/ Line Cards Support							
2.1	VoIP	G.711 A/μ Law	M					
2.2		G.726	M					
2.3		G.729 a/b	M					
2.4		Fax Pass Through T.38	M					
2.5		CLI pass through	M					
2.6		DTMF Detection/Generation and forwarding	M					
2.7		Pulse Dialing support	M					
2.8		Dial Tone	M					
2.9		BORCSHT Functions	30					
2.10		TDM Hair pinning	10					
2.11	Control Protocol	Control via H.248 by Huawei Softx3000 and other Soft switches	M					
3	Uplink Interfaces							
3.1	Interfaces	Ethernet 1000 Base-X/T	M					
3.2		SFP support on interfaces	30					
4	Multicast Features							
4.1	Multicast Features	Multicast IGMP V1 / V2 / V3	20					
4.2		IGMP Snooping / Proxy	10					
4.3		Multicast Connection Admission Control (CAS)	10					
4.4		Multicast white lists support	5					
5	Layer-2/ Layer-3 Features							
5.1	Layer-2 / Layer-3 Features	RIP V1 / V2	10					
5.2		RFC 2684 Bridged encapsulation	15					
5.3		DHCP server (RFC 2131, 2132)	15					

5.4		DHCP Relay Option 82	10				
5.5		DHCP Snooping	10				
5.6		Bridging 802.1 D support	10				
5.7		VLAN 802.1 Q support	20				
5.8		IEEE 802.1ad: (Stacked VLAN)	15				
5.9		IEEE 802.1 w Rapid Spanning Tree Protocol (RSTP)	10				
5.10		Multiple Spanning Tree Protocol (MSTP)	10				
5.11		PVC to VLAN mapping	30				
5.12		PVC Bridging with port-based VLAN	15				
5.13		PPPoE	M				
6	QOS						
6.1		IP DSCP Marking & traffic prioritization Support	10				
6.2		CoS: IEEE 802.1 p / IP ToS Support	15				
6.3		Service Mapping per: User Port, PVC, Customer VLAN, Ether type	10				
6.4	QOS	Scheduling & Queuing Support	10				
6.5		Upstream and Downstream DSL traffic rate limiting	15				
6.6		Upstream and Downstream Policing per PVC	15				
6.7		Ethernet uplink downstream and upstream traffic shaping	15				
7	Management						
7.1		SNMP V1, V2, V3	15				
7.2		TFTP / FTP support	10				
7.3	Management	CLI based management	10				
7.4		In-and-Out of band management	10				
7.5		http (Web) based management	25				
8	O&M Provisioning						
8.1		Alarm Management	10				
8.2		System logging	10				
8.3		Troubleshooting, Performance monitoring	20				
8.4	O&M Provisioning	Backup & restoration of Database / Configuration management through FTP / TFTP/ http	15				
8.5		Backup & restoration of Software management through FTP / TFTP / http	15				
9	Power						
9.1	Power Supply (DC)	48 V DC	M				
9.2	Power Supply (AC)	220 V AC	20				
9.3	Cooling	Fan module preferably	20				

9.4	Input Voltage Range	Bidder to specify	15					
9.5	Power consumption	Bidder should specify at full capacity	20					
10	Environmental							
10.1	Operating Environment	(-25 to 50)°C	10					
10.2	Humidity (non-condensing)	(5% to 85%)	10					
11	Reliability							
11.1	MTBF	Bidder should specify	10					
11.2	MTBR	Bidder should specify	10					
TOTAL			630					
Note	<p>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 70 % 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.</p>							

ANNEX-C: 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 Bid-			
18	Clarifications / Corrections Of Bid			
19	Commercial Compliance Statement			
20	Variation Order			
21	Award Criteria & NTC's Right			
22	Notification Of Award & Signing Of Contract Agreement			
23	Engineering Survey			
	Contract Conditions			
1	Performance Security			
2	Contractor's Responsibilities			
3	NTC's Responsibilities			
4	Transportation / Packing			
5	Time For Completion			
6	Liquidated Damages			
7	Warranty / Services			
8	Provisional Acceptance Certificate			
9	Terms Of Payment			
10	Final Acceptance Certificate			

Clause.#	Description	Complied	Not Complied	Partially complied
11	Default By Contractor			
12	Arbitration And Governing Law			
13	Force Majeure			
14	Termination For Insolvency			
15	Termination For Convenience			
16	Ultimate Consignee / Project Director			
17	Debarment / Blacklisting Of Firm			
18	Integrity			
19	Declaration of Beneficial Owner's Information			

ANNEX-D: BID SECURITY FORMAT

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

To,

DE PHONES, NTC,
NATIONAL TELECOMMUNICATION CORPORATION
TOWER ROAD, TARIQABAD FAISALABAD

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,

DE PHONES, NTC,
NATIONAL TELECOMMUNICATION CORPORATION
TOWER ROAD, TARIQABAD FAISALABAD

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.....

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



**Provision of 02 X Mini MSANs (256 POTS + 256 POTS) for TDM to IP
Migration in the Jurisdiction of NTC Exchange Jauharabad**



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