



**N A T I O N A L T E L E C O M M U N I C A T I O N
C O R P O R A T I O N**

HEADQUARTERS G-5/2, ISLAMABAD

e-Bidding documents

FOR

**Outsourcing of Human Resource for Provision of Various
Administrative Services to NTC for a Period of Three (03) Years
Through EPADS (www.eprocure.gov.pk)**

e-Tender Notice # HQ/ADV-02/2026-27

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SECTION-I

INSTRUCTIONS TO THE BIDDERS

1 INVITATION TO e-BIDS

e-Tender Notice # HQ/ADV-02/ 2026-27

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

Tender No.	Description	Last Date & Time of Bid Submission	Bid Opening Date & Time
02	Outsourcing of Human Resource for Provision of Various Administrative Services to NTC for a Period of Three (03) Years	22-07-2026 @ 11:00 Hrs.	22-07-2026 @ 11:30 Hrs.

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

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

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

Director (Procurement)

Room # 05, Ground Floor, NTC HQs, Sector G-5/2 Islamabad

Phone: 051-9245833, 9245975 Fax: 051-9245719

www.ntc.net.pk

2 GENERAL INTRODUCTION

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

3 SCOPE OF WORK

- 3.1 The selected contractor shall provide qualified and competent human resource to perform services at designated offices of National Telecommunication Corporation (NTC) across Pakistan as per Bill of Quantity at [Annex-A](#) and Employee's Eligibility Criteria at [Annex-B](#).
- 3.2 The scope of work shall include recruitment, provision, supervision, attendance management, and replacement of personnel as required by NTC. The contractor shall ensure that all provided resource possess requisite qualifications, experience, and professional conduct as per NTC's standards.
- 3.3 The contractor shall be responsible for payment of salaries and statutory obligations including applicable taxes, social security, EOBI contributions, Group Life Insurance and compliance with all applicable labour laws and regulations of Pakistan.
- 3.4 The contractor shall be responsible continuous service provision by providing timely replacement for absent, resigned, or underperforming personnel. The contractor shall submit periodic performance and attendance reports to NTC. All services shall be delivered in accordance with the service levels, terms and conditions specified in the contract and instructions issued by NTC from time to time.

3.5 General Instructions

- a) The contractor shall provide qualified and experienced resources for managed administrative, technical support, and facility services in accordance with the approved pay packages, required number of resources, and prescribed qualification criteria defined by National Telecommunication Corporation (NTC)
- b) The deployed resources shall perform duties at NTC premises as per duty rosters, schedules, and operational requirements issued and managed by NTC. Services may be required on a 24/7 basis, including three-shift operations where applicable.
- c) The deployed resources shall provide continuous operational, administrative, and technical support services, ensuring timely resolution of assigned tasks and issues to the satisfaction of NTC in accordance with defined service levels
- d) The contractor shall be responsible for obtaining security clearance of all deployed personnel from the relevant security agencies, wherever

required, and shall submit verified clearance documentation to the ultimate consignee of NTC.

- e) The entire financial liability in respect of the deployed resources, including salaries, allowances, benefits, taxes, social security, insurance, and statutory obligations, shall rest solely with the contractor. NTC shall not bear any financial liability whatsoever.
- f) The contractor shall be solely responsible for handling grievances, disciplinary matters, disputes, and any issues arising in relation to the deployed resources. NTC shall have no responsibility for resolution of such matters.
- g) NTC shall not be liable for any loss, damage, injury, accident, disability, or death occurring to deployed resources during the course of performing their duties, nor for any compensation or claims arising thereof.
- h) The deployed resources shall not claim any right to regular employment, absorption, or entitlement to any benefits, perks, allowances, or facilities applicable to NTC employees during or after completion of the contract period. The contractor shall obtain written undertakings from all deployed resources in this regard.
- i) The scope of services may be modified, expanded, or reduced at the sole discretion of NTC in line with operational requirements, service demands, and organizational needs.
- j) NTC, through the Project Director or authorized representative, shall communicate deployment, replacement, or discontinuation of any resource(s) to the contractor after internal approvals, and the contractor shall ensure compliance within the stipulated time.

4 QUALIFICATION CRITERION OF BIDDERS

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

- 4.1 The firm must be registered with taxation departments of Pakistan as active taxpayers.
- 4.2 The firm must have relevant experience of at least three (03) years of providing similar services to Government / Reputable Private organizations in Pakistan. The bidder shall provide its contract / Purchase Order for verification of Experience.
- 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, Origination and sponsoring.
- 4.4 The bidder must fully comply to the tender clauses as per [Annex-C](#).

Note: Prospective Bidder Must Provide Valid Documentary Proof against serial # (4.1 to 4.4) along with the bid. Non-Submission of any of above document will lead to Consideration of a firm as NON-RESPONSIVE & Sub-sequent NON-CONSIDERATION for the evaluation.

5 COST OF TENDERING

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

6 CLARIFICATIONS OF TENDER DOCUMENTS

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

Divisional Engineer (Procurement)-I	Director (Procurement)
Tel: 051-9245864, Fax: 051-9245977	Tel: 051-9245833, Fax: 051-9245977
Email: shaukat.ali@ntc.org.pk	Email: kashif.nawaz@ntc.org.pk

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

7 AMENDMENT OF TENDER DOCUMENTS

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

8 PREPARATION OF BID

- 8.1 Bid should be prepared in accordance with “Single Stage-One Envelope” procedure.
- Bid documents and all correspondence will be in English language.
 - The scanned copy (PDF) of the bid along with bid security shall only be submitted online on EPADS for each lot separately. No hard copies of the bid shall be entertained.
 - All pages of the bid must be sequentially numbered and the bidder is required to create a clear table of contents referencing the relevant page numbers and mark each supporting document with corresponding page numbers.
 - All pages of the bid shall be initialed/signed and official seal be affixed by the person(s) authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bid to act for and on behalf of the bidder.
- 8.2 Following documents shall be submitted with the proposal:
- Duly filled Bill of Quantity as per [Annex-A](#);
 - Duly filled Commercial compliance statement as per [Annex-C](#).
 - Valid Bid Security.

- d) Documentary evidence and certificates as per Qualification Criteria.
- e) Company Profile.

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

9 LANGUAGE OF BID DOCUMENTS

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

10 PRICE

- 10.1 Prices should be quoted in Pak Rupees as per [Annex-A](#).
- 10.2 The price quoted should be firm, final, and clearly typed without any ambiguity.
- 10.3 The price should include all the applicable government taxes, duties etc.
- 10.4 The prices should be valid for duration of the contract i.e. Three (03) Years.
- 10.5 The bidder shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.

11 BID SECURITY

- 11.1 The bidder shall furnish tender security amounting to **PKR. 2,000,000/- (Pak Rupees Two Million Only)** in the form of Pay Order or Deposit at Call or a Bank guarantee as per [Annex-D](#) issued by a scheduled bank of Pakistan in favor of Managing Director NTC valid for a period 120 days from the date of tender opening.
- 11.2 The Original Bid Security shall be delivered in person or sent by the registered mail which should reach the office of Director (Procurement) Room # 05, Ground Floor, NTC HQ, G-5/2 Islamabad on or before **11:00 Hours on July 22, 2026**. Any online bid for which original bid security does not reach before deadline of the bid shall be rejected by the NTC as non-responsive.
- 11.3 Scanned Copy of bid security shall be uploaded by the bidder on EPADS before deadline of bid submission. Any bid not accompanied by bid security shall be rejected by the NTC as non-responsive.
- 11.4 The bid securities / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of tender security whichever is earlier. The bid securities of bidders, who are not in competition, can be returned earlier at NTC discretion upon receiving a request.
- 11.5 The tender security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed contract agreement.
- 11.6 All correspondence regarding release/extension of bid security shall be made with Director (Procurement) NTC HQ.
- 11.7 The bid security may be forfeited:
 - a) If a bidder withdraws his bid during the period of bid validity.
 - b) If the bidder does not accept the correction of their bid price.

- c) In the case of successful bidder, if bidder fails to furnish the required performance security or sign the contract agreement.
- d) If bidder does not respond timely to the clarifications called by NTC.

12 VALIDITY OF BIDS

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

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 **11:00 Hours on July 22, 2026**. The bidders are required to follow procedure of EPADS and for any clarification/assistance regarding EPADS they may contact PPRA Helpline UAN: 051-111-137-237.
- 13.2 Bid received other than EPADS i.e. hard/Soft copy delivery in person or through e-mail or fax or registered mail will be not accepted by NTC.

14 OPENING OF BID

- 14.1 The NTC tender committee will open the bids **at 11:30 Hours on July 22, 2026** in the presence of bidders' representatives who choose to attend, at NTC HQ G-5/2 Islamabad.
- 14.2 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.
- 14.3 The tender committee will resolve any issue raised by the bidders, on the spot.
- 14.4 NTC reserves the right to reject any one or all bids prior acceptance of a bid / proposal.
- 14.5 NTC reserves the right to reject any one or all bids as per Public Procurement Rules, 2004 33(1).

15 RESPONSIVENESS OF BIDDERS

- 15.1 The bid is valid till required period.
- 15.2 The bid prices are firm during its validity and inclusive of all taxes, duties & freight charges etc.
- 15.3 The bidder has furnished valid tender security.
- 15.4 The bidder is eligible to tender and possesses the requisite qualification.
- 15.5 The bid does not deviate from basic tender requirements.
- 15.6 The bid is generally in order.
- 15.7 The bidder promptly responds to queries sought by NTC.
- 15.8 The bidder has complied to the tender clauses.

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

16 EVALUATION CRITERION FOR MOST ADVANTAGEOUS BIDDER

- 16.1 The tender evaluation committee will evaluate and compare only the bids previously determined to be substantially responsive.
- 16.2 Evaluation will be carried out on **Qualification, Quality and Cost basis**.

16.3 The **Most advantageous bidder** shall be the one fully compliant to **qualification criteria, compliant to quality criteria** and **highest ranked** in cost evaluation criteria as defined below:

16.4 **Qualification Evaluation Criteria:**

In first step, the received bids shall be evaluated on qualification criteria mentioned as per clause 4 above and full compliance to the terms and conditions set out in RFT shall be evaluated as per [Annex-C](#). The bidders fully compliant to qualification criteria shall be declared as qualified. **Any firm found non-compliant in any of these conditions will be declared disqualified and will not be considered for further evaluation proceedings.**

16.5 **Quality evaluation:**

It will be examined in detail whether the bidder complies the technical/quality criteria as enunciated below. For this purpose, the bidder's data submitted with the bid will be compared with the criteria set below; supported documents & clarification will be sought in case compliance is not evident from the bid. Bidders obtaining minimum 70% marks in the quality/ technical criteria will be considered technically qualified. **Any technical proposal obtaining less than 70% marks or non-compliance to any mandatory clause against following technical criteria will be rejected by NTC.**

S. No	Description	Maximum Marks
1	Relevant Experience a) One Similar outsourcing Contract = 10 x Marks b) Two Similar outsourcing Contracts = 20 x Marks c) Three Similar outsourcing Contracts = 30 x Marks	30
2	Personnel Capabilities a) ≥ 100 relevant outsource personnel provided = 10 x Marks b) ≥ 200 relevant outsource personnel provided = 20 x Marks c) ≥ 300 relevant outsource personnel provided = 30 x Marks	30
3	Financial Soundness (Average Annual Turnover for last 03 years) a) ≥ PKR 200 Million = 10 x Marks b) ≥ PKR 300 Million = 20 x Marks c) ≥ PKR 400 Million = 30 x Marks d) ≥ PKR 500 Million = 40 x Marks	40
4	Total Marks	100

16.6 **Cost Evaluation Criteria:**

Cost evaluation of the bids shall be carried out by comparing the evaluated prices as per the Bill of Quantity at [Annex-A](#). The bidder quoting the lowest financial price shall be declared the highest-ranked bidder, with subsequent bidders ranked in ascending order of their quoted prices.

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

16.8 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.

17 CLARIFICATIONS / CORRECTIONS OF BID

- 17.1 To assist in the examination, evaluation and comparison of the bids the committee at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing (i.e. letter or email etc.) and no change in the price or substance of the bid shall be sought, offered or permitted.
- 17.2 Arithmetical errors will be rectified on the following basis:
“If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected.”
- 17.3 If the bidder does not accept the corrected amount of bid, their bid will be rejected and their bid security forfeited.

18 COMMERCIAL COMPLIANCE STATEMENT

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

19 AWARD CRITERIA & NTC'S RIGHT

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

20 NOTIFICATION OF AWARD & SIGNING OF CONTRACT AGREEMENT

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

SECTION-II

TERMS & CONDITIONS OF CONTRACT

1 PERFORMANCE SECURITY

- 1.1 The successful bidder shall furnish to the NTC a performance security equivalent to **PKR. 3,000,000/- (Pak Rupees Three Million Only)**, in the shape of CDR or Pay order or bank guarantee as per [Annex-E](#) issued from any scheduled bank of Pakistan valid for a period of 38 months at the time of signing of contract.
- 1.2 The performance security will be released upon successful completion of contract period.
- 1.3 Failure of the successful bidder to furnish acceptable performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security.
- 1.4 The contractor shall extend the performance security if required by NTC.
- 1.5 All the correspondence regarding release of performance guarantee shall be made with Director (Procurement) NTC HQ.

2 CONTRACTORS RESPONSIBILITIES

- 2.1 The Contractor shall provide services strictly in accordance with the Scope of Work defined in Section-I of the Tender Documents, including deployment of administrative, technical support, and facility management resources as required by National Telecommunication Corporation (NTC).
- 2.2 The Contractor shall be responsible for recruitment, screening, verification, deployment, replacement, and management of all approved categories of personnel as per the approved Bill of Quantities and qualification criteria defined by NTC.
- 2.3 The Contractor shall ensure that each deployed personnel is paid at least the salary defined in [Annex-A](#) (Bill of Quantities), Column "b", without delay or unauthorized deduction.
- 2.4 The Contractor shall ensure timely payment of salaries to all deployed personnel on or before the 5th of each month through a proper and traceable banking mechanism.
- 2.5 The Contractor shall register all deployed personnel with relevant statutory bodies, including EOBI, Social Security, Group Life Insurance, and any other applicable welfare schemes, and shall ensure compliance with all applicable labour laws of Pakistan.
- 2.6 The Contractor shall deduct and deposit applicable income tax from salaries of deployed personnel in accordance with prevailing government regulations and shall provide tax deduction certificates to the employees as required under law.
- 2.7 The Contractor shall issue official identification cards to all deployed personnel to ensure proper identification, access control, attendance monitoring, and security compliance during duty hours, including shift-based operations.
- 2.8 The Contractor shall establish and maintain a dedicated coordination office / Point of Presence (PoP) in Islamabad for effective liaison, resource deployment coordination, attendance monitoring, and operational support with NTC.

3 NTC RESPONSIBILITIES

- 3.1 National Telecommunication Corporation (NTC) shall define the Scope of Work, job descriptions, required qualifications, number of resources, deployment locations, and shift requirements for all categories of personnel engaged under this contract.
- 3.2 NTC shall provide workspace, access permissions, and necessary operational environment at its designated sites for the deployed personnel to perform assigned duties effectively.
- 3.3 The contractor will submit case for hiring of staff. NTC selection committee comprising of concerned DE/DD, DD (Admin & HR), headed by concerned Director will forward recommendations through concerned Regional GM to Project Director for necessary approval from competent authority.
- 3.4 NTC Project Director shall be responsible to communicate the change in requirement (i.e. decrease or increase in the quantity of staff) during the validity of the Contract, after obtaining necessary approval from competent authority. The increase in requirement shall be fulfilled within two (02) days, and immediately in emergency cases, whereas any decrease shall take effect from the 1st of the following month.
- 3.5 NTC shall manage duty rosters, shift schedules, task allocation, and day-to-day supervision of deployed personnel to ensure smooth operational functioning.
- 3.6 NTC shall monitor performance and service quality of deployed personnel and shall communicate any deficiencies, complaints, or required improvements to the Contractor for necessary corrective action.
- 3.7 NTC shall have the right to request replacement, removal, or addition of any deployed personnel based on performance, conduct, or operational requirements, and the Contractor shall comply accordingly within the stipulated timeframe.
- 3.8 Ensure performance and attendance of the outsourced employees.

4 CONTRACT DURATION

The contract shall remain in force for a period of three (03) years. The contractor shall provide recurring services on regular basis throughout the duration of the contract. NTC may increase or decrease the number of resources on as and when required basis.

5 COMMENCEMENT OF SERVICES

The Contractor shall commence provision of services under this contract with effect from **September 1st, 2026** ("Effective Date") and shall continue to perform the services in accordance with the terms and conditions of this Contract.

6 LIQUIDATED DAMAGES

Unless the failure to render services is caused by force majeure or delay is not on part of NTC, If the contractor fails to deliver services as per contract, the contractor shall pay to NTC Headquarters as penalty charges as under:

- a) Deduction of applicable per day payment in case of non-provision of services.
- b) 2.5% of total monthly payment per week up to maximum of 10% of total monthly payment in case of non-provision of quality/standard services.

- c) Deduction of per day applicable payment against individual, in case of unauthorized absence of Janitor/Supervisor on working days.

7 ACCEPTANCE CERTIFICATE

Ultimate Consignee(s) NTC shall issue acceptance certificate in favor of contractor at the end of each month upon verification of satisfactory performance of the contractor, and verification of attendance during the month.

8 PAYMENT

Payments shall be made in the following manners.

- 8.1 Monthly payment will be made to the contractor on the basis of monthly invoice by the contractor. NTC representative(s) shall verify the invoice as per attendance sheet and other terms of contract.
- 8.2 The contractor shall submit consolidated invoice to relevant regions / offices. Each Ultimate Consignee shall process the payment for region/office under their jurisdiction through respective Finance Wing.
- 8.3 The Contractor shall disburse the salary in first week of every month, after deduction of applicable taxes etc (If any). The contractor shall strictly disburse the salary through banking channels i.e. Salary Credit.
- 8.4 Payment towards resource's EOBI, Social Security, Group Life Insurance or any other dues that may become applicable shall be paid by the contractor as prescribed in BoQ.
- 8.5 Contractor shall ensure that minimum wages as per prevailing Federal Government instructions are followed in true spirit. In case of revision of minimum wages, EOBI, Social Security and GLI, the same will be adjusted in contractual BoQ if there is any change/increase by Federal Government.
- 8.6 All the payments shall be made through cross cheque in the Pak Rupees.
- 8.7 Taxes will be deducted as per government rules at the time of payment.
- 8.8 Monthly payment to the contractor shall be subject to provision of proof regarding disbursement of salary and payment of EOBI, Social Security and Life Insurance dues against each resource.

9 CONTRACTOR'S NEGLIGENCE

- 9.1 The contractor will indemnify NTC against actual losses, subject to limitation of liability not exceeding 10% of the prevailing contract value as detailed hereinafter for loss and / or damage to property and / or persons of NTC arising from negligence errors or omissions or default and / or infidelity during period of this contract and arising out of and in the course of the performance by the contractor of its obligations under this contract. However, the said clause will be governed by prevailing laws of Islamic Republic of Pakistan.
- 9.2 The laws of Islamic Republic of Pakistan shall prevail in case of any inconsistency / anomaly.

10 CONTRACT CLOSURE

- 10.1 The Contract shall automatically expire upon completion of three (03) years from the date of commercial commencement, unless extended by mutual written agreement of the parties under the governing laws of the time.
- 10.2 Upon expiry or termination of the Contract, the contractor shall ensure uninterrupted availability of the services until the effective date of closure and shall provide reasonable transition support, if required, for a period not exceeding One Hundred and Twenty (120) days.
- 10.3 All outstanding payments for services satisfactorily rendered up to the date of expiry or termination shall be settled in accordance with the Contract.
- 10.4 Termination or expiry of the contract shall not relieve either party of any accrued rights, liabilities, penalties, or obligations that have arisen prior to the effective date of termination.

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 working days after receipt of NTC notice, the NTC may by a second notice cancel the contract and performance security will be confiscated.

12 ARBITRATION AND APPLICABLE LAW

- 12.1 This Agreement shall be governed under Pakistani law and the Courts at Islamabad shall have exclusive jurisdiction over any matter that may be referred to a Court under this Agreement.
- 12.2 In the event that any dispute arises between the Parties under this Agreement, one Party shall issue notice to the other Party to mutually negotiate a resolution to the dispute. If the negotiations fail to resolve the dispute within seven (7) days of receipt of the notice, the dispute shall be referred to the Managing Director, National Telecommunication Corporation ("MD") or 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 (12.2) 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, 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

Without prejudice to the contractor, the NTC may send a written notice to the bidder, terminate the contract in whole or in part any time for its convenience. The notice of termination shall specify that the termination is for the NTC's convenience, the extent to which performance or work under the contract is terminated and the date upon which such termination becomes effective.

16 PROJECT DIRECTOR/ULTIMATE CONSIGNEE

16.1 Project Director for this contract shall be:

Sr.	Project Director	Site Address	Contact Details
(i)	GM (Admin & HR) NTC HQs, Islamabad	NTC HQs, G-5/2	Ph # 051-9245959 Fax # 051-9245960 Email: fatima.khan@ntc.org.pk

16.2 Ultimate Consignee for respective regional office shall be as under:

Sr.	Ultimate Consignee	Site Address	Contact Details
(i)	Director Admin NTC HQs, Islamabad	NTC HQs, G-5/2	Ph # 051-9245959 Fax # 051-9245960 Email: fatima.khan@ntc.org.pk
(ii)	Director NTC Islamabad	Old NTC HQs Building, F-5/1 Islamabad	Ph # 051-9262266 Fax # 051-9261721 Email: attaullah.khan@ntc.org.pk
(iii)	Director NTC Rawalpindi	NTC Microwave Station, Sector I-12, Islamabad	Ph # 051-9278283 Fax # 051-9278282 Email: muhammad.rashid@ntc.org.pk
(iv)	Director NTC Peshawar	Telephone House, The Mall, Peshawar Cantt	Ph # 091-9211111 Fax # 091-9211011 Email: noor.hakim@ntc.org.pk
(v)	Director NTC Lahore	6-Race Course Road, Lahore	Ph # 042-99201235 # 042-99201236 Email: amjad.ikram@ntc.org.pk
(vi)	Director NTC Multan	Office of the Director NTC, PTCL Exchange Building, Dera Adda, Multan	Ph: 061-9201111, Fax: 061-9200110 Email: muhammad.saeed@ntc.org.pk
(vii)	Director NTC Karachi	Old NTC HQs Building, F-5/1 Islamabad	Ph # 051-9209293 Fax # 051-9205526 Email: muhammad.irfan@ntc.org.pk
(viii)	Director NTC Quetta	Office of the Regional Director Jaffar Khan Jamali Road, Quetta	Ph # 081-9202151 Fax # 081-9202153 Email: adnan.anwar@ntc.org.pk

17 DEBARMENT / BLACKLISTING OF FIRM

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

- a) Consistent failure to provide satisfactory performance.
 - b) Contractor becomes insolvent.
 - c) Existence of judicial decision against a contractor in respect of a corrupt or collusive practice.
 - d) Submission of false and spurious documents, making false statements and allegations to gain undue advantage.
 - e) Commission of fraud.
 - f) Contractor abandons the contract.
 - g) Contractor without reasonable excuse fails to commence the work 'or' suspends the progress of work for 14 days.
 - h) Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
 - i) Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration with sales tax authorities, Pakistan Engineering council etc, giving false evidence, furnishing of false information of serious nature.
- 17.2 Managing Director NTC will constitute a committee comprising of three NTC officers and they will investigate the matter in connection with allegation of corrupt, fraudulent, coercive or collusive practices or illegally harassment or threat. Moreover, the committee shall also accord adequate opportunity of being heard to the contractor who is to be debarred / blacklisted. The said committee will forward its clear recommendations for the approval of Managing Director NTC.
- 17.3 The debarment shall be for a reasonable specified period of time, commensurate with the seriousness of the cause. However, the debarment period shall not exceed from three years. Moreover, NTC also reserves the right of permanent blacklisting of a contractor subject to severity of the corrupt or fraudulent practices.

18 INTEGRITY

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

19 DECLARATION OF BENEFICIAL OWNERS' INFORMATION

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

ANNEX-A: BILL OF QUANTITY

Sr.	Human Resource Designation	UOM	QTY	Basic Pay	Other Benefits	Unit Price per Month without Services Charges	Bidder's Services Charges per Personnel/month excl. Tax	Tax @ 15%	Unit Price per Month with Services Charges incl. Tax	Total Price per Month with Services Charges incl. Tax
			a	b	c	d= (b+c)	e	f= (e*15%)	g=(d+e+f)	h=(a*g)
A. Category -I										
Basic Pay: Govt Notified Minimum wage + 15%; Other Benefits: EOBI @ 5% of Min Wage +Social Security @ 6% of Basic Pay +PKR 250/- (Group Life Insurance);										
1	Naib Qasid	Personnel	41	PKR 42,550 /-	PKR 4,653/-	PKR 47,203/-				
2	Dispatch Rider	Personnel	1							
3	Gardner/Mali	Personnel	5							
4	Cook	Personnel	1							
5	Lift Operator	Personnel	-							
Sub Total (A.)										
B. Category-II										
Basic Pay: Govt Notified Minimum wage + 20%; Other Benefits: EOBI @ 5% of Min Wage +Social Security @ 6% of Basic Pay +PKR 250/- (Group Life Insurance);										
1	Mason	Personnel	1	PKR 44,400/-	PKR 4,764/-	PKR 49,164/-				
2	Electrician	Personnel	5							
3	Plumber	Personnel	1							
4	Driver	Personnel	69							

Sr.	Human Resource Designation	UOM	QTY	Basic Pay	Other Benefits	Unit Price per Month without Services Charges	Bidder's Services Charges per Personnel/month excl. Tax	Tax @ 15%	Unit Price per Month with Services Charges incl. Tax	Total Price per Month with Services Charges incl. Tax
			a							
5	Junior Technician	Personnel	97							
6	JDNT	Personnel	9							
7	Boiler Operator	Personnel	-							
8	Chiller Operator	Personnel	-							
9	Generator Operator	Personnel	2							
10	Receptionist	Personnel	5							
Sub Total (B.)										
C. Category- III										
Basic Pay: Govt Notified Minimum wage + 25%; Other Benefits: EOBI @ 5% of Min Wage +Social Security @ 6% of Basic Pay +PKR 250/- (Group Life Insurance);										
1	Fire Fighter	Personnel	-	PKR 46,250/-	PKR 4,875/-	PKR 51,125/-				
2	Auto Mechanic	Personnel	1							
3	Telecom Technician	Personnel	10							
4	Data Network Technician	Personnel	13							
Sub Total (C.)										

Sr.	Human Resource Designation	UOM	QTY	Basic Pay	Other Benefits	Unit Price per Month without Services Charges	Bidder's Services Charges per Personnel/month excl. Tax	Tax @ 15%	Unit Price per Month with Services Charges incl. Tax	Total Price per Month with Services Charges incl. Tax
			a	b	c	d= (b+c)	e	f= (e*15%)	g=(d+e+f)	h=(a*g)

D. Category- IV

Basic Pay: Govt Notified Minimum wage + 35%; **Other Benefits:** EOBI @ 5% of Min Wage +Social Security @ 6% of Basic Pay +PKR 250/- (Group Life Insurance);

1	Engineering Supervisor	Personnel	5	PKR 49,950/-	PKR 5,097/-	PKR 55,047/-				
2	Junior Assistant	Personnel	40							
3	Building Overseer	Personnel	2							

Sub Total (D)

Total Cost per Month (A+B+C+D) in Pak Rupees inclusive of Taxes

Total Cost per Year (A+B+C+D) in Pak Rupees inclusive of Taxes

Total Cost for Three (03) Years (A+B+C+D) in Pak Rupees inclusive of Taxes

Note:

a) Govt. Notified Minimum wage of PKR. 37,000/- has been used for above calculation subject to change in case of change in Government Notified Minimum wage.

b) Tax Rate @ 15% also subject to change as per prevailing Govt. instructions.

c) NTC reserve the right to increase/decrease the number of resources throughout the duration of contract.

ANNEX-B: EMPLOYEES' ELIGIBILITY CRITERIA

S#	Monthly Pay Package	Post	Qualification	Skill Set	Experience
1	Category 1: Basic Pay: Govt Notified Minimum wage + 15% Other Benefits: EOBI @ 5% of Min Wage + Social Security @ 6% of Basic Pay + PKR 250/- (Group Life Insurance)	Naib Qasid	Middle	Obedient, Hardworking, quick and responsive	Nil
2		Dispatch Rider	Matric	valid driving license holder and well versed with traffic rules	Min 01 Year relevant experience
3		Gardner/Mali	Middle	Maintenance, Transplanting, watering etc	Min 01 Year relevant experience
4		Cook	Middle	Cooking Skills/Culinary expertise work	Min 01 Year relevant experience
5		Lift Operator	Matric	Technical knowledge for lift operation, emergency procedure, safety, courteous behavior	Min 01 Year relevant experience
1	Category 2: Basic Pay: Govt Notified Minimum wage + 20% Other Benefits: EOBI @ 5% of Min Wage + Social Security @ 6% of Basic Pay + PKR 250/- (Group Life Insurance)	Mason	Middle	Skill in mason work	Min 01 Year relevant experience
2		Electrician	Matric	Relevant diploma/skill in electric work	Min 01 Year relevant experience
3		Plumber	Middle	skill in plumber work	Min 01 Year relevant experience
4		Driver	Middle	LTV/HTV License	Min 01 Year relevant experience
5		Junior Technician	Matric (Sci)	Relevant diploma/skill in computer	Experience in relevant field will be preferred
6		Junior Data Network Technician	Matric (Sci)	Relevant diploma/skill in computer	Experience in relevant field will be preferred
7		Boiler Operator	Matric	Matric 2nd Class qualification of competency under the Punjab Boiler Act 1923 or equivalent	Min 02 Year relevant experience

S#	Monthly Pay Package	Post	Qualification	Skill Set	Experience
8		Chiller Operator	Matric	Matric 2nd Class qualification of competency under the Punjab Boiler Act 1923 or equivalent	
9		Generator Operator	Matric	Technical knowledge of Generators, batteries, starting procedures, ATS functions for electric works and safety procedures	Min 01 Year relevant experience
10		Receptionist	Matric	Communication skills, Interpersonal skills, prioritizing, organizing	Min 01 Year relevant experience
1	Category 3: Basic Pay: Govt Notified Minimum wage + 25% Other Benefits: EOBI @ 5% of Min Wage + Social Security @ 6% of Basic Pay + PKR 250/- (Group Life Insurance)	Fire Fighter	Intermediate	One year diploma/certificate in firefighting from a recognized institution	Min 01 Year relevant experience
2		Auto Mechanic	Matric	One year diploma/certificate in Auto Mobile from a recognized institution	Min 01 Year relevant experience
3		Telecom Technician	F.Sc (Pre-Engg)/FCS or equivalent	Six months diploma in computer applications	Min 01 Year relevant experience
4		Data Network Technician	F.Sc (Pre-Engg)/FCS or equivalent	Six months diploma in computer applications	Min 01 Year relevant experience
1	Category 4: Basic Pay: Govt Notified Minimum wage + 35% Other Benefits: EOBI @ 5% of Min Wage + Social Security @ 6% of Basic Pay +	Engineering Supervisor	Matric with three years Diploma of Associate Engineering in relevant field	Ambitious and hardworking with strong work ethics	Min 01 Year relevant experience
2		Junior Assistant	Intermediate	Six months diploma in computer applications	Min 01 Year relevant experience

S#	Monthly Pay Package	Post	Qualification	Skill Set	Experience
3	PKR 250/- (Group Life Insurance)	Building Overseer	Matric with three years Diploma of Associate Engineering in relevant field	Ambitious and hardworking with strong work ethics	Min 01 Year relevant experience

ANNEX-C: COMMERCIAL COMPLIANCE STATEMENT

S.No.	Description	Complied	Not Complied	Partially complied	Remarks
1	Invitation To e-Bids				
2	General Introduction				
3	Scope of Work				
4	Qualification Criterion of Bidders				
5	Cost of Tendering				
6	Clarifications of Tender Documents				
7	Amendment of Tender Documents				
8	Preparation of Bid				
9	Language of Bid Documents				
10	Price				
11	Bid Security				
12	Validity of Bids				
13	Deadline for Submission of Bid				
14	Opening of Bid				
15	Responsiveness of Bidders				
16	Evaluation Criterion for Most Advantageous Bidder				
17	Clarifications / Corrections of Bid				
18	Commercial Compliance Statement				
19	Award Criteria & NTC's Right				
20	Notification of Award & Signing of Contract Agreement				
	Contract Conditions				
1	Performance Security				
2	Contractors Responsibilities				
3	NTC Responsibilities				
4	Contract Duration				
5	Commencement of Services				
6	Liquidated Damages				
7	Acceptance Certificate				
8	Payment				
9	Contractor's Negligence				
10	Contract Closure				
11	Default by Contractor				
12	Arbitration and Applicable Law				
13	Force Majeure				
14	Termination for Insolvency				

S.No.	Description	Complied	Not Complied	Partially complied	Remarks
15	Termination for Convenience				
16	Project Director/Ultimate Consignee				
17	Debarment / Blacklisting of Firm				
18	Integrity				
19	Declaration of Beneficial Owners' Information				

ANNEX-D: BID SECURITY FORMAT

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

To,

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

Dear Sir,

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

WE HEREBY AGREE AND UNDERTAKE:

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

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

Yours faithfully,

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

ANNEX-E: PERFORMANCE BOND FORMAT

Bank Guarantee No. -----

Date of Issue -----

Valid upto -----

Value (Rs.) -----

FROM: _____

TO,

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

SUBJECT: B/G AND DATE FOR _____ ON BEHALF OF _____ FOR
DUE AND FAITHFUL PERFORMANCE ORDER NO. _____
DATED _____.

Whereas M/s _____ (hereinafter called the Supplier) have
requested us to furnish a Bank Guarantee in your favour in the sum _____ (IN WORDS)
_____ as performance security against order
No.. _____ dated _____ to be concluded between the Supplier and National
Telecommunication Corporation HQs G-5/2 Islamabad.

WE HEREBY AGREE:

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

Dated This Day of

Authorized Signature:

& Seal of bank

ANNEX-F: DECLARATION OF BENEFICIAL OWNER INFORMATION

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport no.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entities or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/Limited Liability Partnership/Association of Persons/Single Member Company/ Partnership Firm/ Trust/Any other individual, body corporate (to be specified))	Date of incorporation	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identity of Natural Person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
			Total number of shares taken (in figures and words)				

10. Any other information incidental to or relevant to Beneficial Owner(s).

Name & signature

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