

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – I

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services and Goods

- NAME OF THE ORGANIZATION/DEPTT. **National Telecommunication Corp.**
- FEDERAL / PROVINCIAL GOVT. **Federal Govt.**
- TITLE OF CONTRACT **Supply of Jointing Enclosures (Optical Fiber) to NTC on Rate Running Frame Agreement DDP Site Basis**
- TENDER NUMBER **HQ/ADV-09(b)/2020-21**
- BRIEF DESCRIPTION OF CONTRACT **Supply of Jointing Enclosures (Optical Fiber) to NTC on Rate Running Frame Agreement DDP Site Basis**
- TENDER VALUE **PKR 1,199,999/-**
- ENGINEER'S ESTIMATE _____
(for civil Works only)
- ESTIMATED COMPLETION PERIOD **12 x weeks**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? **Yes** Yes / No
- ADVERTISEMENT :
 - (i) PPRA Website **Yes, Receipt No. 145024 dated: 07-10-2020** Yes / No
(Federal Agencies) (If yes give date and PPRA's tender number)
 - (ii) News Papers **Yes, Express and the News dated: 07-10-2020** Yes / No
No
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) **27-10-2020 @ 1130 Hrs**
- NATURE OF PURCHASE **Local** Local / International
- EXTENSION IN DUE DATE (If any) **No.** Yes / No

➤ NUMBER OF TENDER DOCUMENTS SOLD 13
(Attach list of Buyers)

➤ WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes Yes / No
(If yes enclose a copy).

➤ WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes Yes / No
(If yes enclose a copy).

➤ WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. _____
- c) TWO STAGE BIDDING PROCEDURE. _____
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. _____

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS
ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT
CONTRACTING, NEGOTIATED TENDERING ETC.)

- WHO IS THE APPROVING AUTHORITY MD NTC

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED
FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.

➤ NUMBER OF BIDS RECEIVED 08

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes
Yes / No

➤ WHETHER INTEGRITY PACT WAS SIGNED No. Yes / No

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods

➤ NUMBER OF BIDDERS PRESENT AT THE TIME OF
OPENING OF BIDS 08

➤ NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Igate
Solutions, 7-A Basement, Muzaffar Chamber Plaza, Fazal-e-Haq Road, Blue
Area, Islamabad

➤ RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID).

1st

➤ NEED ANALYSIS (Why the procurement was necessary?) _____

Operational requirement

➤ IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE
REASONS (Briefly describe) NA

- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes Yes / No

- DATE OF CONTRACT SIGNING 28-01-2021
(Attach a copy of agreement)

- CONTRACT AWARD PRICE Rs. 1,199,999/-

- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes Yes / No
(Attach copy of the bid evaluation report)

- ANY COMPLAINTS RECEIVED No Yes / No
(If yes result thereof)

- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS No. Yes / No
(If yes give details)

- DEVIATION FROM QUALIFICATION CRITERIA No. Yes / No
(If yes give details)

- SPECIAL CONDITIONS, IF Any
(Give Brief Description)
NA

CONTRACT

CONCLUDED BETWEEN

NATIONAL TELECOMMUNICATION CORPORATION
HEADQUARTERS, ISLAMABAD

&

M/s Igate Solutions

FOR

National Telecom

Supply of Jointing Enclosures (Optical Fiber) to NTC
on Rate Running Frame Agreement (DDP Site Basis)

Contract No: HQ/20-21/OFC J-Enclosures/Igate

Dated: 28th January, 2021

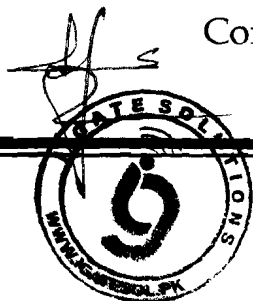
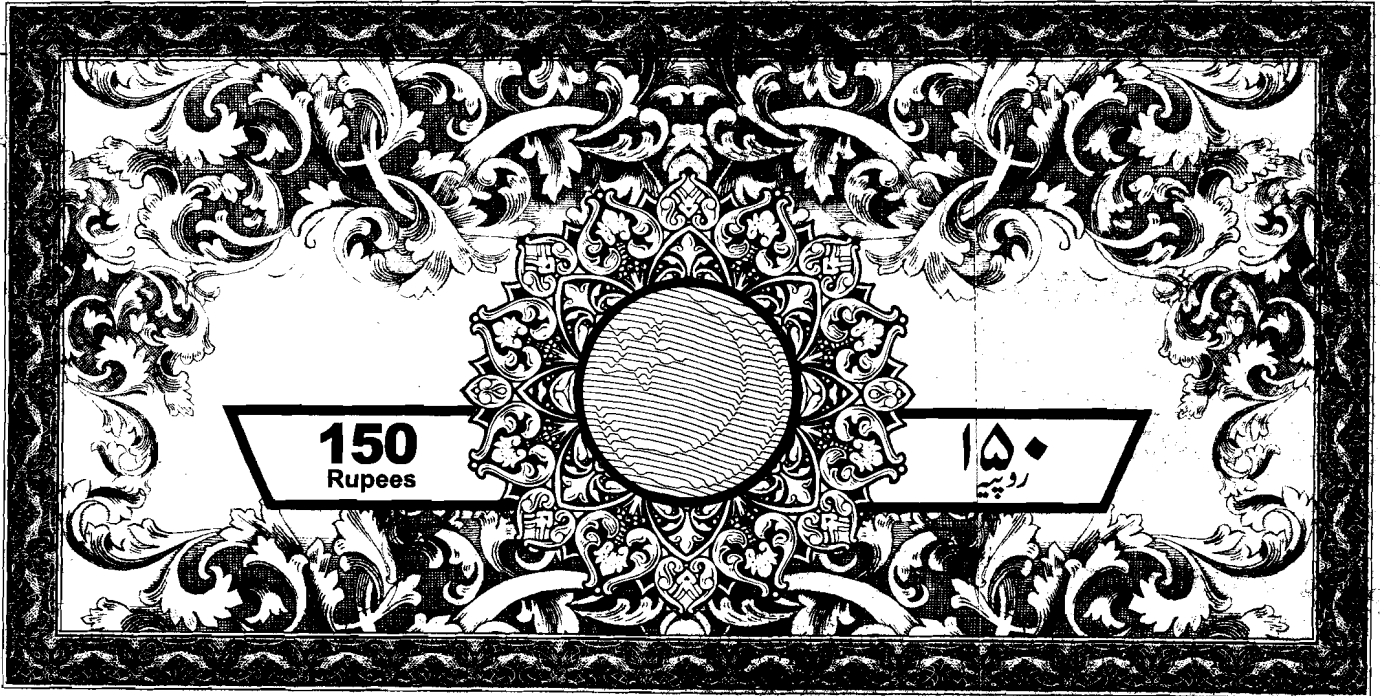
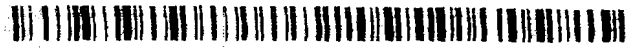


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CONTRACT AGREEMENT

HQ/20-21/OFC J-Enclosures/Igate

THIS CONTRACT is made at Islamabad on this 28th day of **January, 2021** by and between **NATIONAL TELECOMMUNICATION CORPORATION**, Headquarters, G-5/2, Islamabad (PAKISTAN) (hereinafter called "NTC") Of the One part,

AND

M/s Igate Solutions having office at 7-A Basement, Muzaffar Chamber Plaza, Fazal-e-Haq Road, Blue Area, Islamabad (hereinafter called "CONTRACTOR") Of the Other part..

WHEREAS, NTC desires to **Procure Joint Enclosures (Optical Fiber) for NTC Rate Running Frame Agreement DDP Site Basis** from the Contractor as per standard specifications and M/s Igate Solutions has made their offer No. Nil dated 26-10-2020 and all subsequent clarifications from the date of submission of the offer up to the date of signing of the Contract and they are willing to sell to NTC as defined herein and as described in the **Annex-A**.

Moreover, NTC accepted the offer of the Contractor for successful completion of initial supply at a total cost of **PKR. 1,199,999/-** (Pak Rupees One Million One Hundred Ninety-Nine Thousand Nine Hundred and Ninety-Nine only) as per **Annex-A**. Now therefore this contract also witness in consideration of the terms and conditions contained herein, and the Contractor shall supply the material as defined in the Scope of Work in accordance with the time schedule of this contract, and hereby agreed as follows:-

2. PRICES

All unit prices set forth in **Annex "A"** are firm and final from the date of signing of contract and no variation whatsoever shall be acceptable to NTC. All the prices are in Pak Rupees on DDP Site Basis, inclusive of all taxes, duties, fees or any other charges if any levied by Government of Pakistan. The Contractor shall also be responsible for all types of transportations, loading & un-loading of goods. Moreover, the unit prices will remain valid for a period of one year from the date of signing of this contract.

3. PERFORMANCE SECURITY

The contractor shall furnish performance security in the shape of irrevocable Bank Guarantee / Pay Oder / Demand Draft issued by a scheduled bank of Pakistan equivalent to **10%** of the total contract/ ordered value, valid for 16 x months from the date of signing of this contract. This performance security will be released by NTC after successful completion of warranty period. The performance security / bank guarantee shall be further extended if the delivery is delayed 'or' if the contract is extended. Furthermore, on issuance of acceptance certificate, contractor shall extend the bank guarantee (if required) to cover the warranty period. All the correspondence regarding release of performance guarantee shall be made with Director (Procurement) NTC HQ.

4. PACKING & MARKING

- 4.1 The Contractor shall provide such packing of the goods as is required to prevent damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to with stand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and upon storage. Packing case size and weight shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit.
- 4.2 The packing marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract or any subsequent instructions ordered by NTC.
- 4.3 Each packing shall be clearly and legibly marked in English with the name of the Contractor, the consignee, Contract number, stores, as per Annex-A.



5. TIME FOR COMPLETION / RATE RUNNING FRAME AGREEMENT

- 5.1 The Rate Running Frame Agreement for a period of One Year on DDP Site Basis will be signed on the unit rates. NTC will procure the materials on as and when required basis by placing multiple purchase order(s) throughout the duration of the contract / Frame Agreement. The contractor shall complete the work within Twelve (12) weeks from the date of placing of purchase order by NTC.
- 5.2 If the contractor fails to supply the items within the completion time, the contractor's only liability to the NTC for such failure shall be to pay an amount equivalent to 0.5% per week of the delayed store maximum to 10% value of the purchase order. If delay in the completion is due to NTC then completion period will be extended & penalty will be calculated accordingly.
- 5.3 NTC does not guarantee and is under no obligation to purchase/place orders unless determined required by NTC.

6. INSPECTION AND TESTS

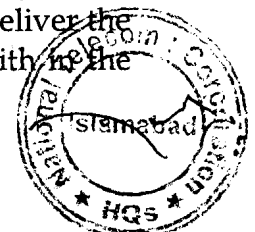
- 6.1 Ultimate Consignee(s) will be responsible to nominate a committee for inspection/testing of the delivered store. The nominated committee will carryout 100% inspection of the delivered store and will prepare proper inspection report within 10 days of the receipt of store. Ultimate Consignee(s) will countersign the inspection report(s) and accordingly forward to this office.
- 6.2 Ultimate consignee(s) will be responsible for issuance of GRN(s) within 10 days of the receipt of store.
- 6.3 Any discrepancies found will be intimated to the bidder who will arrange to sort out the discrepancy immediately but not later then 10 days from the date when he is informed about the discrepancy.
- 6.4 Shortage of any quantity will also be pointed out and will be intimated to the undersigned accordingly.

7. TAXES AND DUTIES

The Contractor shall be responsible to pay all taxes, duties, GST, license fees, insurance and freight charges, local / international transportation and Octroi charges, handling and other incidental charges etc. incurred or accrued until the final delivery of the Goods.

8. LIQUIDATED DAMAGES

Unless the delay in delivery of material is caused by Force Majeure or the delay is not on part of NTC, rather the contractor fails to deliver the material at any site or all sites as specified in the contract with in the



stipulated time as per Clause 5, the NTC may, without prejudice to any other remedy it may have under the contract, deduct from the contract prices, as LD charges, a sum equivalent to @ 0.5% per week of the delayed store maximum to 10% value of the total contract, and the same will be recovered from the Contractor at the time of final payment of the purchase order. In case of force majeure the delivery period may be extended on receipt of request from contractor with documentary evidences, however this request must be forwarded well before the expiry of contract. Calculation of LD charges will be done keeping in view delay on both sides (i.e. NTC & Contractor).

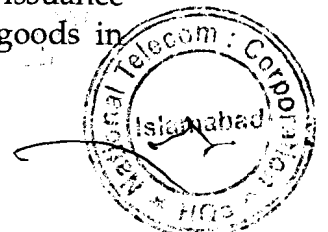
9. PAYMENT

- 9.1 The Contractor shall be paid **100% payment** for delivered stores after inspection report stating the store is in good condition and as per requirements and receipt of stores by ultimate consignee(s). The invoice must be accompanied by delivery challans, duly verified by the regions. Since supply involves different regions therefore payment for the partially delivered store may be allowed.
- 9.2 The Contractor will clearly mention GST number of both supplier & purchaser on the invoice (NTC GST # 07-01-9802-013-64).
- 9.3 Payments shall be made promptly by NTC on submission of an invoice /claim by the Contractor subject to availability of pre-requisite documents specified under the contract.
- 9.4 All the payments shall be made through cross cheque in the Pak Rupees.
- 9.5 Taxes will be deducted as per government rules at the time of payment.
- 9.6 All the payments will be made by CFO / GM (Finance) NTC HQ, through Director (Procurement) NTC HQ.
- 9.7 As scattered/ partial deliveries are involved thus partial payment can be made on presentation of site-wise invoice, duly verified delivery challan of respective site.

10. WARRANTY

- 10.1 The Contractor will warrant that all goods supplied under the contract are brand new, un-used, of the most recent or current kits and incorporate all the latest improvements in design and materials unless provided otherwise in the contract.

- 10.2 This warranty shall remain valid for **12 (twelve)** months after issuance of inspection report by the committee certifying receipt of goods in good order and condition.



- 10.3 Upon receipt of such notice, the Contractor shall, with all reasonable speed, repair or replace, at the NTC's installation site and / or consignee's store as the case may be at that time, the defective goods or part thereof, without costs to NTC.
- 10.4 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.

11. CONTRACTOR'S NEGLIGENCE

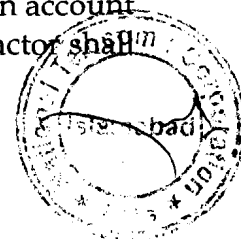
The Contractor shall indemnify NTC in respect of all injury or damage to any person or to any property and against all actions, suites, claims, demands, charges and expenses arising in connection herewith which shall be occasioned by the negligence or breach of statutory duty of the Contractor, any sub-Contractors before or after, the whole of the project has been finally accepted.

12. CONTRACTOR'S DEFAULT

12.1 If the Contractor;

- a. Fails to deposit within 10 days of the issuance of letter of intent by NTC, the security equivalent to 10% of the Contract Price, or
- b. Have abandoned the Contract, or
- c. Without reasonable excuse have failed to commence the Works or have suspended the progress of the Works for ten (10) days after receiving from NTC written notice to proceed, or
- d. Gives the monthly progress equivalent to only 60% of the approved work progress, or
- e. Failure within a period of 30 days (or such longer period as NTC may authorize in writing) after receipt of the default notice from NTC.
- f. Despite previous warnings by NTC in writing, not be executing the works in accordance with the contract, or be neglecting to carry out his obligations under the Contractor, cancel the Contract and may procure upon such terms and in such manner as it deems appropriate, goods and services, similar to those undelivered and the Contractors shall be liable to NTC for any excess costs for such similar goods and services.

NTC will have the right to cancel the contract under the above clause, and it shall not be liable to pay to the Contractor any money on account of the contract. Moreover the security deposited by the Contractor shall also be confiscated by the NTC under such circumstances.

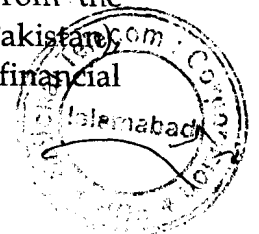


13. ARBITRATION AND AMICABLE LAW

- 13.1 NTC and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 13.2 Any dispute, disagreement or question arising out of or relating to or in consequence of this contract or relating to its execution or performance which cannot be settled amicably, shall be referred to arbitration to Managing Director NTC. All the decisions will be made in view of Arbitration Act 1940.
- 13.3 Within 30 days of the said notice, one arbitrator shall be nominated in writing by NTC and one arbitrator shall be nominated in writing by the Contractor.
- 13.4 The arbitration shall initiate arbitration proceedings at Islamabad. In case the arbitration does not reach on conclusion, then case would be referred to the court of Law.
- 13.5 Each party shall bear the cost of its own arbitrator and the cost of the third arbitrator shall be borne equally by both parties.

14. FORCE MAJEURE

- 14.1 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.
- 14.2 If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for not longer period and such cause shall as for as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure.
- 14.3 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, 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.

- 14.4 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.
- 14.5 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.

15. TERMINATION FOR INSOLVENCY

With out prejudice or affecting of any right action or remedy which has accrued or will accrue there-after to NTC, NTC may at any time terminate the contract by giving written notice to the Contractor, without compensation to the Contractor if the Contractor becomes bankrupt or otherwise insolvent.

16. TERMINATION FOR CONVENIENCE

The NTC may by write notice sent to the Contractor, terminate the contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for NTC convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

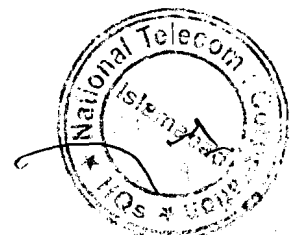
17. NOTICES

17.1 Purchaser's address

NATIONAL TELECOMMUNICATION CORPORATION,
HEADQUARTERS, G-5/2, ISLAMABAD.



AND



17.2 **Contractor's address**

M/s Igate Solutions

7-A Basement, Muzaffar Chamber Plaza,
Fazal-e-Haq Road, Blue Area, Islamabad.

18. **PRIORITY OF THE DOCUMENTS**

Unless otherwise defined in the contract, various documents shall have priority as under:-

- a. The Contract/ Agreement and attached Annex-A.
- b. The L.O.I.
- c. The Bid/Tender Documents.
- d. The Supplier's Offer and subsequent clarification etc.

19. **EFFECTIVE DATE OF CONTRACT**

This Contract will become effective from date of signing by both the parties.

20. **EXTENSION IN CONTRACT**

The contract shall initially be signed for a period of one year and can be further extended for two years on 5% non-compound yearly increase in unit prices subject to mutual agreement between NTC and the contractor.

21. **ULTIMATE CONSIGNEE(S)**

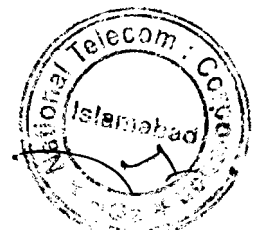
Ultimate Consignee(s) will be responsible to maintain proper record and security of the stores. The ultimate consignee(s) will also be responsible to forward the delivery Challan(s), GRN and inspection report after receipt of store by the contractor. The store will be consigned as under:-

- Director NTC Islamabad
- Director NTC Rawalpindi
- Director NTC Peshawar
- Director NTC Lahore
- Director NTC Multan
- Director NTC Karachi
- Director NTC Quetta
- Director Development (North) NTC Islamabad
- Director Development (Central) NTC Lahore
- Director Development (South) NTC Karachi

22. **TEMPORARY BAR/ BLACK-LISTING OF FIRM**

22.1 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.



- 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.
- 22.2 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.
- 22.3 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.

23. INTEGRITY

- 23.1 The M/s Igate Solutions hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit 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.
- 23.2 Without limiting the generality of the foregoing M/s Igate Solutions 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, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, 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 a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.
- 23.3 M/s Igate Solutions certified that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken an action or will not take any action to circumvent the above declaration, representation or warranty.



23.4 M/s Igate Solutions 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 declaration, representation and warranty. It agrees that nay contract, right, interest, privilege or other right and remedies available to GoP under any law, contract or other instrument, be avoidable at the option of GoP.

23.5 Notwithstanding any rights and remedies exercised by GoP in this regard, M/s Igate Solutions agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s Igate Solutions as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

IN WITNESS HEREOF, The Parties hereto executed this Contract as of the day and year and at the respective place of business herein above set forth and have set their hand below:

FOR AND ON BEHALF OF
M/s IGATE SOLUTIONS

FOR AND ON BEHALF OF
NATIONAL TELECOMMUNICATION
CORPORATION, ISLAMABAD



[Handwritten signature]
28/11/21

[Handwritten signature]
82302-0428084-7

WITNESS

[Handwritten signature]

[Handwritten signature]
Wahed Hussain
DE (Procurement)
MT, HQs G-5/2, Islamabad

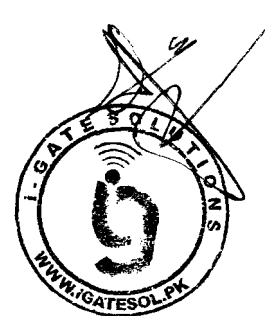


Bill of Material

S. No.	Description	Qty	A/U	Specifications	Site-wise Distribution						Unit Price without GST	Unit Price with GST	Total Price with GST
					Rwp	Pesh	Lhr	Mul	Khi	Qta			
1	Joint Enclosure 6-Fibers	40	Nos	TR-224	14	-	10	-	14	2	429.00	501.93	20,077.20
1	Joint Enclosure 12-Fibers	131			45	20	46	-	0	20	1240.00	1450.80	190,054.80
2	Joint Enclosure 18-Fibers	126			76	-	50	-	0	0	1980.00	2316.60	291,891.60
3	Joint Enclosure 24-Fibers	82			37	15	15	15	0	0	1980.00	2316.60	189,961.20
4	Joint Enclosure 48-Fibers	100			21	21	36	-	21	0	2860.00	3346.20	334,620.00
6	Joint Enclosure 96-Fibers	19			-	-	15	-	-	4	7800.00	9126.00	173,394.00
Grand Total PKR												1,199,999	

Note:

- i) NTC shall place orders on 'as' and 'when' required basis
- ii) Unit rates shall remain valid for subsequent P.Os to be issued under the Rate Running Frame Agreement



M. Aheed Hussain
 Procurement
 NTC HQs G-5/2, Islamabad



NATIONAL TELECOMMUNICATION CORPORATION

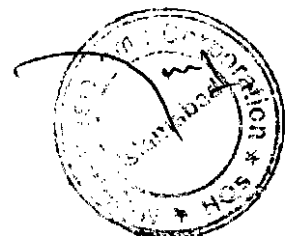
HEADQUARTERS G-5/2, ISLAMABAD

Tender Documents

FOR

**Supply of Jointing Enclosures (Optical Fiber) to NTC on
Rate Running Frame Agreement DDP Site Basis**

**Tender Notice # HQ/ADV-09/2020-21
Tender No. 09(b)**



PART – I

TERMS & CONDITIONS OF TENDER

1. GENERAL

1.1 INTRODUCTION

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

1.2 SUPPLY OF MATERIAL

- 1.2.1 NTC intends to procure items as per **Annex-A (Bill of Material)**. The incumbent bidder is responsible to provide the material as per the quantity & specifications mentioned in **Annex-A**. It must be ensured that latest specifications must be adopted.

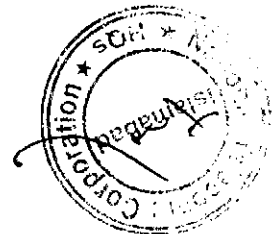
2. ELIGIBILITY CRITERION OF BIDDERS

Invitation to submission of bids is open to all manufacturers & authorized dealers/re-sellers who meet following conditions:

- 2.1 Registered with sales tax & income tax department of Pakistan.
- 2.2 Incorporated as company in Securities Exchange Commission of Pakistan (If Applicable).
- 2.3 In case of supplier/distributor, the incumbent bidder must be authorized by the Manufacturer /Principal for distribution of its products in Pakistan & the authorization certificate must be valid for current financial year or for this tender.
- 2.4 Never been involved in any litigation with any Govt/Semi Govt. organization & will submit affidavit on judicial paper to this effect.
- 2.5 Never been blacklisted from any Govt. /Semi Govt. organization & will submit affidavit on judicial paper to this effect.
- 2.6 The incumbent bidder shall have relevant experience from the date of incorporation/registration. The firm must have experience of supplying such items NTC, PTCL, SCO & other telecom organizations. The bidder shall provide detail of previous supply record covering following information:
 - i. Contract /Purchase Order Value.
 - ii. Contract /Purchase Order Date & Year.
 - iii. Name of Customer with name of relevant contact person.
 - iv. Details of items offered/supplied.

Note:

- ✓ **Prospective Bidder Must Provide Valid Documentary Proof against serial # (2.1-2.6) along with the bid. Non-Submission of any of above document will lead to Consideration of a firm as NON-RESPONSIVE (As per clause # 15) & Sub-sequent NON-CONSIDERATION for the evaluation.**



3. 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.

4. CLARIFICATIONS OF TENDER DOCUMENTS

A prospective bidder requiring any clarification(s) regarding any matter may notify to DE (Procurement-I) NTC HQs (Tele: 051-9245964 Fax: 051-9245719) in writing. The concerned NTC officer will respond to any request for clarification, which receives well before (approximate **05** working days or more) to the deadline for the submission of bids. Copies of NTC response will be forwarded to all prospective bidders (if not already clarified in the tender or deemed necessary for the bidders).

5. AMENDMENT OF TENDER DOCUMENTS

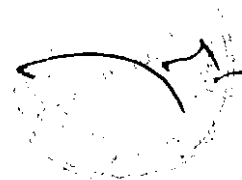
- 5.1 At any time prior to the deadline for submission of bids, the NTC may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify or amend the tender documents by issuing amendment.
- 5.2 Any amendment thus issued shall be part of the 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.

6. SAMPLES

The bidder shall be responsible to provide the samples of quoted items, which shall be as per specifications mentioned in Annex-A. Samples provided by the bidder will be tested by NTC in Islamabad in the presence of the bidder who chooses to attend to ensure the field performance.

7. PREPARATION OF TENDER/ BID DOCUMENTS

- i. Bids should be prepared considering "*Single Stage – Single Envelope*" procedure.
- ii. The envelope shall clearly mention the name of bidder & necessary information in bold & legible letters to avoid any confusion.
- iii. Bid documents and all correspondence will be in English language.
- iv. The bid should have a covering letter on printed 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. 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. In addition all the pages of the submitted bid must be numbered.
- v. Following documents shall be furnished / submitted with the bid:
 - a) Duly filled Bill of Material as per **Annex-A**.



- b) Certificate that quoted item comply all the parameters of technical specifications.
- c) Duly filled and signed by authorized personnel the commercial compliance statement as per **Annex-B**.
- d) Valid Tender Security (@ 2% of total quoted value) as per the detail in **Clause 9**.
- e) Certificate of incorporation in Securities & Exchange Commission of Pakistan (if applicable).
- f) Valid General Sales Tax Certificate.
- g) Valid National Tax Number Certificate.
- h) Valid certificate of authorization from Principal/ Manufacturer for distribution in Pakistan.
- i) Previous supply record with contract amounts, dates and completion certificates.
- j) Company Profile.
- k) Certificate on judicial paper of never been black listed by any Govt./Semi-Govt. organization.
- l) Certificate on judicial paper of never been involved in litigation with any Govt. /Semi-Govt organization.

NOTE:

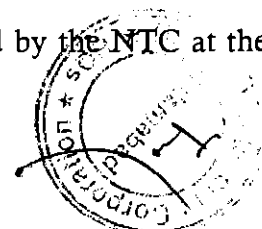
Every participant bidder shall submit all above mentioned documents. Non-submission of any of above documents will lead to declaration of bidder as non-responsive & non-consideration for further evaluation.

8. PRICE

- 8.1 Prices should be quoted in Pak Rupees on DDP basis as per **Annex-A**.
- 8.2 The price quoted should be firm, final, and clearly written/typed without any ambiguity.
- 8.3 The quoted price should include all the applicable government taxes, custom duties, inland transportation, & any other applicable charges.
- 8.4 The rates / prices shall be entered against each item in the Bill of Material (BOM) as per **Annex-A**. Any item against which no rate or price is entered and left blank by the bidder even mistakenly shall be deemed covered by the rates / prices for other items in the BOM and bidder shall be bound to provide that item free of cost.
- 8.5 The bidder shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.
- 8.6 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 shall be applied.

9. TENDER SECURITY

- 9.1 The bidder shall furnish tender security equivalent to 2% of the total value of bid in the form of Pay Order/Deposit at Call or a Bank guarantee as per **Annex-C** issued by a scheduled bank of Pakistan or from a foreign bank duly counter guaranteed by a scheduled bank in Pakistan in favor of NTC valid for a period of 28 x days beyond the bid validity date.
- 9.2 Any bid not accompanied by valid tender security shall be rejected by the NTC at the time of opening of bid.



- 9.3 The tender securities of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of tender security whichever is earlier. The tender securities of bidders, who are not in competition, can be returned earlier at NTC discretion upon receiving a request.
- 9.4 The tender security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed contract agreement.
- 9.5 The tender security may be forfeited:
- i. If a bidder withdraws his bid during the period of bid validity.
 - ii. If the bidder does not accept the correction of his bid price.
 - iii. In the case of successful bidder, if he fails to furnish the required performance security or sign the contract agreement.
- 9.6 All correspondence regarding release/extension of bid security shall be made with DE (Procurement-I) NTC HQ.

10. VALIDITY OF BIDS

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

11. DEADLINE FOR SUBMISSION OF BID

- 11.1 The bid 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 **27-10-2020 at 1100 Hrs.**
- 11.2 Bid should be submitted in sealed envelope having necessary information regarding tender notice and warning message "**DO NOT OPEN BEFORE 27-10-2020 at 1100 Hrs.**"
- 11.3 No open, e-mailed or faxed bid will be accepted.
- 11.4 Any bid received by the NTC concerned officer after the date and time of tender submission will be returned unopened to such bidder.

12. MODIFICATION & WITHDRAWAL OF BID

- 12.1. Any bidder may modify or withdraw his bid after bid submission provided that written notice of the modification or with-drawl is received by the concerned officer prior to the deadline for submission of bids.
- 12.2 No bid may be modified or withdrawn by a bidder after the deadline for submission of bids.

13. OPENING OF BID

- 13.1 The NTC tender committee will open the bids at **27-10-2020 at 1100 Hrs** in the presence of bidders representatives who choose to attend, at NTC HQ G-5/2 Islamabad.



- 13.2 The bidder's name, bid prices, any discount, the presence or absence of tender security, technical details of quoted models and such other details as the committee at its discretion may consider appropriate, will be announced at the tender opening.
- 13.3 The tender committee will resolve any issue raised by the bidders, on the spot.
- 13.4 The tender committee reserves the right to reject any one or all bids as per Public Procurement Rules, 2004 33(1).

14. **CLARIFICATIONS / CORRECTIONS OF BID**

- 14.1 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/ email etc.) and no change in the price or substance of the bid shall be sought, offered or permitted.
- 14.2 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."
- 14.3 If the bidder does not accept the corrected amount of bid, his bid will be rejected and his tender security forfeited.

15. **RESPONSIVENESS OF BIDDERS**

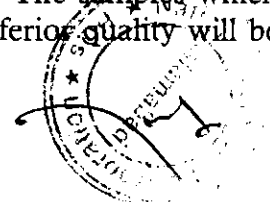
- 15.1 The bid is valid till required period.
- 15.2 The bid prices are firm during its validity and inclusive of all taxes, duties & freight charges etc
- 15.3 The bidder has furnished valid tender security
- 15.4 The bidder is eligible to tender.
- 15.5 The bid is generally in order as per Clause-7 (v).
- 15.6 The bidder promptly responds to queries sought by NTC.
- 15.7 The bidder has submitted sample of the quoted item/model.

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."

16. **EVALUATION CRITERION**

- 16.1 Initially the eligibility criterion of each incumbent bidder will be evaluated & the bidders declared as eligible will be further considered for evaluation proceedings as under:
- 16.2 **Technical evaluation:**

It will be examined in detail whether the samples offered by the bidder complies with the technical provisions of the tender documents. For this purpose, the samples provided by the bidders will be tested in the field by NTC Team at Islamabad in the presence of the respective bidder, if the bidder chooses to attend. The samples which during testing are observed as failed and/or found to be of the inferior quality will be



rejected. After successful field performance and compliance with the technical specifications, bidder will be considered as qualified technically.

16.3 Commercial Evaluation:

Financial bids of technically qualified bidders as per clause # 16.2 will be examined in detail whether the bids comply with the commercial terms & conditions of the tender documents as per **Annex-B**. It is mandatory that no major deviation/stipulation shall be taken by the bidders.

16.4 Contract will be awarded to technically qualified financially lowest Evaluated bidder.

16.5 The cost of making good and deficiency resulting from any quantifiable variations and deviations from the tender schedules and conditions of the contract, as determined by the NTC will be added to the corrected total bid price for comparison purpose only. Adjustment for commercial compliance will be added to the corrected total bid prices. Adjustment factor will be calculated by committee as deemed appropriate.

16.6 No bidder shall contact NTC on any matter relating to its tender from the time of opening to the time of contract is awarded.

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 his 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. COMMERCIAL COMPLIANCE STATEMENT

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

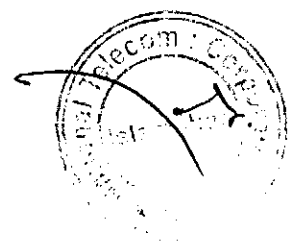
18. AWARD CRITERIA & NTC'S RIGHT

18.1 The contract will be awarded to substantially responsive lowest evaluated bidder, provided that such bidder has been determined to be qualified to satisfactorily perform the order.

18.2 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.

19. VARIATION ORDER

NTC reserves the right to place variation order (increase or decrease in the quantities of all or any item of BOM) at the time of signing of contract/placing of purchase order. The contractor shall be bound to accept the variation order by NTC.



SECTION-II
TERMS & CONDITIONS OF CONTRACT

1. PERFORMANCE SECURITY

- 1.1 The successfully evaluated bidder shall furnish to the NTC a performance security equivalent to **10%** of the total contract/ ordered value, in the shape of bank guarantee valid for a period of **16 months** (as per **Annex "D"**) after issuance of LOI & before signing of contract.
- 1.2 The bank guarantee of performance security shall be further extended if the delivery is delayed. Furthermore, on issuance of acceptance certificate, contractor shall extend the bank guarantee (if required) to cover the warranty period.
- 1.3 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.
- 1.4 All the correspondence regarding release of performance guarantee shall be made with DE (Procurement-I) NTC HQ.

2. CONTRACTORS RESPONSIBILITIES

The contractor shall complete the supply in accordance with the contract BOM within the agreed completion time.

3. TRANSPORTATION / PACKING

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

4. TIME FOR COMPLETION

- 4.1 The contractor shall complete the work within **twelve (12) weeks** from the date of signing of contract/placing of purchase order.
- 4.2 If the contractor fails to supply the items within the completion time, the contractor's only liability to the NTC for such failure shall be to pay an amount equivalent to 0.5% per week maximum to 10% value for which he fails to complete the works. If delay in the completion is due to NTC then completion period will be extended & penalty will be calculated accordingly.

5. WARRANTY / SERVICES

- 5.1 The contractor will warrant that the store supplied under the contract are new, un-used, and incorporates all recent improvements in design and materials and of good quality. The warranty shall remain valid for a period of **12 months** starting from the date of last delivery. NTC shall promptly notify the supplier in writing of any claims arising under this warranty and the supplier will repair / replace the defective items within reasonable time without any cost effect.



- 5.2 The contractor, for technical assistance at the highest level shall provide high-level support/technical assistance at sites on 24 x 7 basis, during the warranty period, free of cost.

6 INSPECTION AND TESTING

- 6.1 Ultimate Consignee(s) will be responsible to nominate a committee for inspection/testing of the delivered store. The nominated committee will carryout 100% inspection of the delivered store and will prepare proper inspection report and Good Receipt Note after receipt, Ultimate Consignee(s) will countersign the same and accordingly forward to this office.
- 6.2 Any discrepancies found will be intimated to the bidder who will arrange to sort out the discrepancy immediately but not later then **10** days from the date when he is informed about the discrepancy.
- 6.3 Shortage of any quantity will also be pointed out and will be intimated to the undersigned accordingly.

7 PAYMENT

100% payment will be made by CFO NTC HQ through Director (Procurement) NTC HQ after inspection and receipt of stores by the consignee. The bidder will submit the bill in triplicate to Procurement Directorate NTC, duly verified by the concerned DE & Regional Director with invoice and delivery challan etc. Taxes will be deducted, relevant invoices like delivery challan / sale tax paid invoice where applicable will be produced by bidder.

8. DEFAULT BY CONTRACTOR

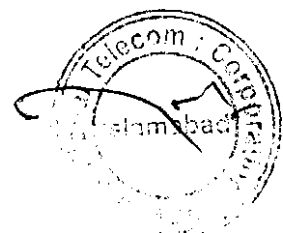
- 8.1 If the contractor fails to supply the items, refuses or fails to comply with a valid instruction of the NTC, the NTC may give notice and stating the default.
- 8.2 If the contractor has not taken all practicable steps to remedy the default within 14 days after receipt of NTC notice, the NTC may by a second notice cancel the contract and performance security will be confiscated.

9. REPEAT ORDER

Repeat Order may be placed in accordance with Public Procurement Rules 2004.

10. ARBITRATION AND AMICABLE LAW

- 10.1 The Contract will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.
- 10.2 NTC and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.3 Any dispute, disagreement or question arising out of or relating to or in consequence of this contract or relating to its execution or performance which cannot be settled

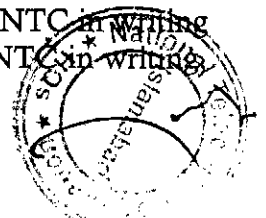


amicably, shall be referred to arbitration to Chairman NTC. Only Chairman NTC will have sole authority in arbitration to decide. All the decisions will be made in view of Arbitration Act 1940.

- 10.4 Within 30 days of the said notice, one arbitrator shall be nominated in writing by NTC and one arbitrator shall be nominated in writing by the Contractor.
- 10.5 The arbitration shall initiate arbitration proceedings at Islamabad. In case the arbitration does not reach on conclusion, then case would be referred to the court of Law.
- 10.6 Each party shall bear the cost of its own arbitrator and the cost of the third arbitrator shall be borne equally by both parties.

11. **FORCE MAJEURE**

- 11.1 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.
- 11.2 If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for not longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure.
- 11.3 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.
- 11.4 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.
- 11.5 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.

12 TERMINATION FOR INSOLVENCY

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

13 TERMINATION FOR CONVENIENCE

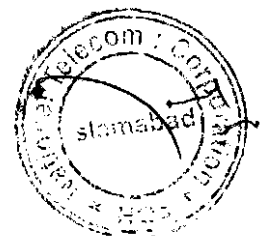
The NTC may send a written notice to the bidder, terminate the contract in whole or in part any time for its convenience. The notice of termination shall specify that the termination is for the NTC's convenience, the extent to which performance or work under the contract is terminated and the date upon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

14 ULTIMATE CONSIGNEE

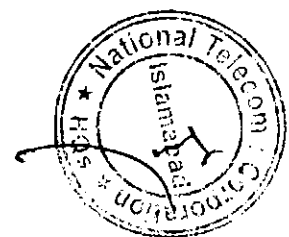
- Director NTC Rawalpindi
- Director NTC Peshawar
- Director NTC Lahore
- Director NTC Multan
- Director NTC Karachi
- Director NTC Quetta

15 DEBARMENT / BLACKLISTING OF FIRM

- 15.1 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.

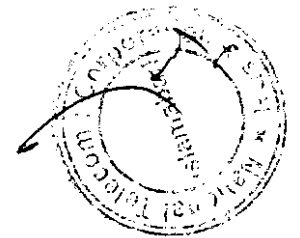


- i. Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration with sales tax authorities, Pakistan Engineering council etc, giving false evidence, furnishing of false information of serious nature.
- 15.2 Chairman 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 Chairman NTC.
- 15.3 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.



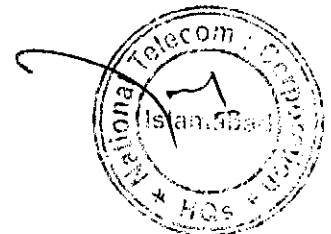
Bill of Material

S. No.	Description	Qty	A/U	Specifications	Site-wise Distribution						Unit Price without GST	Unit Price with GST	Total Price with GST
					Rwp	Pesh	Lhr	Mul	Khi	Qta			
1	Joint Enclosure 6-Fibers	40	Nos	TR-224	14	-	10	-	14	2			
1	Joint Enclosure 12-Fibers	131			45	20	46	-	0	20			
2	Joint Enclosure 18-Fibers	126			76	-	50	-	0	0			
3	Joint Enclosure 24-Fibers	82			37	15	15	15	0	0			
4	Joint Enclosure 48-Fibers	100			21	21	36	-	21	0			
6	Joint Enclosure 96-Fibers	19			-	-	15	-	-	4			
Grand Total PKR													



COMMERCIAL COMPLIANCE STATEMENT

S.No.	Description	Complied	Not Complied	Partially complied	Remarks
1	General;				
2	Eligibility Criterion of Bidders				
3	Cost of tendering				
4	Clarifications of Tender Documents				
5	Amendment of Tender Documents				
6.	Samples				
7.	Preparation of Bid				
8	Price				
9	Tender Security				
10	Validity of Bids				
11	Deadline for submission of bid				
12	Modification & withdrawal of bid				
13	Opening of Bid				
14	Clarification/Corrections of bids				
15	Responsiveness of Bidders				
16	Evaluation Criterion				
17	Commercial Compliance Statement				
18	Award Criteria & NTC's Right				
19.	Variation Order				
	Contract Conditions				
1	Performance Security				
2	Contractor responsibilities				
3	Transportation & Packing				
4	Time for Completion				
5	Warranty / Services				
6	Pre-Delivery Inspection				
7	Payment				
8	Default by contractor				
9	Repeat Order				
10	Arbitration & Amicable Law				
11	Force Majeure				
12	Termination for Insolvency				
13	Termination for convenience				
14	Ultimate Consignee				
15	Debarment/Blacklisting of Firm				



**FORMAT OF BANK GUARANTEE
FOR BID SECURITY**

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

To,

THE CHAIRMAN,
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 _____.

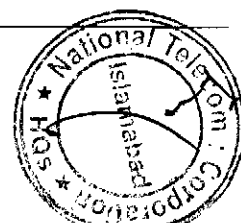
WE HEREBY AGREE AND UNDERTAKE:

- 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: _____



BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No. -----
Date of Issue -----
Valid upto -----
Value (Rs.) -----

FROM: _____

TO,
THE CHAIRMAN,
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

