

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 Drop Wire to NTC on Rate Running Frame Agreement DDP Site Basis**
- TENDER NUMBER **HQ/ADV-13(b)/2020-21**
- BRIEF DESCRIPTION OF CONTRACT **Supply of Drop Wire to NTC on Rate Running Frame Agreement DDP Site Basis**

- TENDER VALUE **Rate Running Frame Agreement**

- ENGINEER'S ESTIMATE _____
(for civil Works only)

- ESTIMATED COMPLETION PERIOD **One Year**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? _____
Yes _____ Yes / No

- ADVERTISEMENT :
 - (i) PPRA Website **Yes, Receipt No. 147828 dated: 31-12-2020** Yes / No
(Federal Agencies) (If yes give date and PPRA's tender number)

 - (ii) News Papers **Yes, Express and the Nation dated: 31-12-2020** Yes / No
No
(If yes give names of newspapers and dates)

- TENDER OPENED ON (DATE & TIME) **22-01-2021 @ 1130 Hrs**

- NATURE OF PURCHASE _____ **Local** _____ Local / International

- EXTENSION IN DUE DATE (If any) _____ **No.** _____ Yes / No

➤ NUMBER OF TENDER DOCUMENTS SOLD 05
(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 03

➤ 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
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➤ NUMBER OF BIDDERS PRESENT AT THE TIME OF
OPENING OF BIDS 03

➤ NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Hedra
Technologies, # 03, 04th Floor, Buland Markaz, Jinnah Avenue, 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 _____ **31-05-2021** _____
(Attach a copy of agreement)

- CONTRACT AWARD PRICE _____ **Rate Running Frame Agreement**

- 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

&

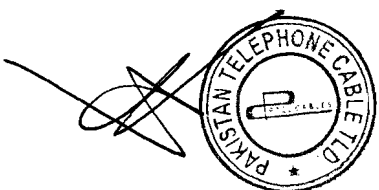
M/s Pakistan Telephone Cables Limited

FOR
National Telecom

Supply of Drop Wire, NTC and its Remote Office
Agreement on D.D. Basis

Contract No: NTC/Proc/20-21/Drop Wire/PTCL

Dated: 31st April, 2021



1 May
[Handwritten signature]

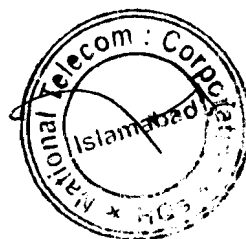
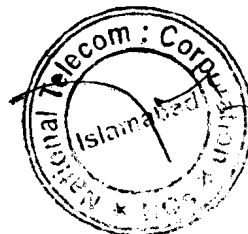
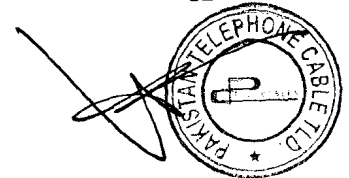
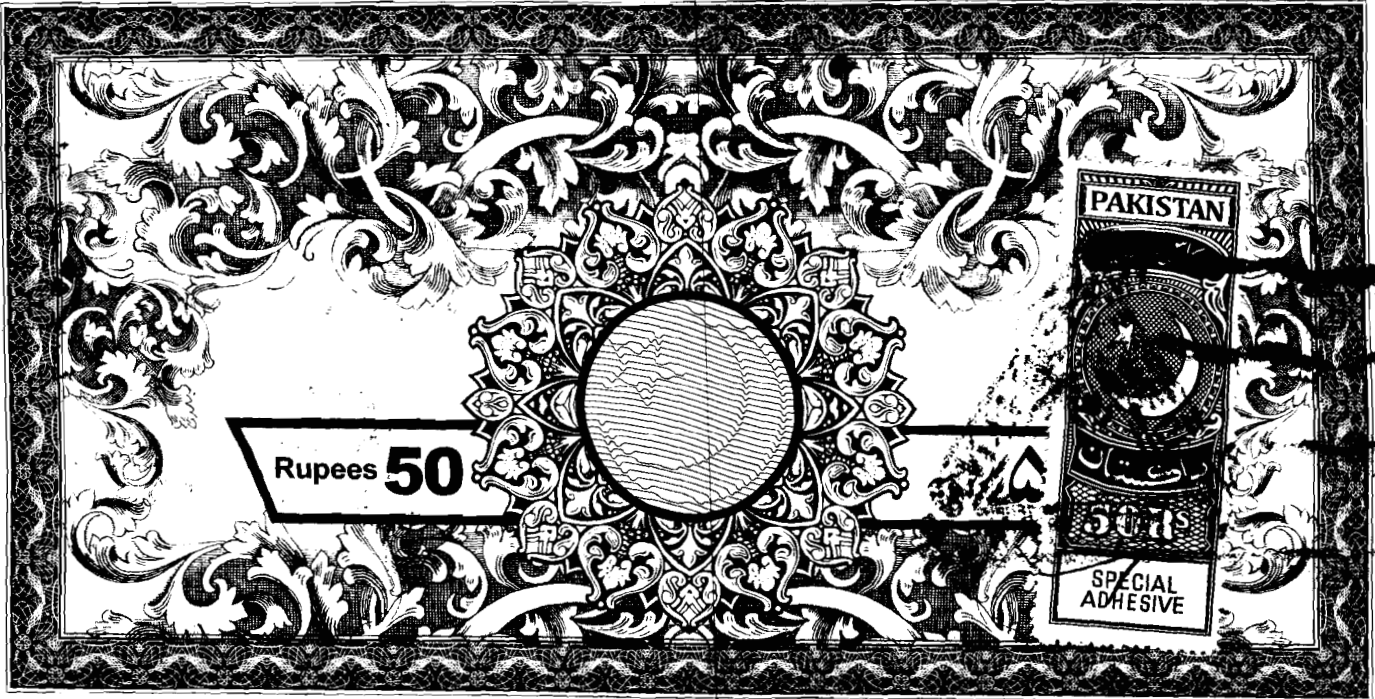


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S. MOHSIN ZAIDI STAMP VENDOR
Shop No. 33-A, Market Street, Block 17, Al-Raei Avenue, Behind National Stadium, Karachi-75800
Lic. No. 34 043338
S.NO.
DATE 18 MAY 2021

RUPEES FIFTY ONLY

Office Superintendent
Stamp Office, City Court
Karachi

ISSUED TO WITH ADDRESS
THROUGH WITH ADDRESS
BY THE VENDOR
VALUE RS.

M. Ibrahim
Advocate

CONTRACT AGREEMENT

06 MAY 2021

No: NTC/Proc/20-21/Drop Wire/PTCL

THIS CONTRACT made at Islamabad on this ^{31st} Day of ^{May} April, 2021 by and between NATIONAL TELECOMMUNICATION CORPORATION, Headquarters, G-5/2, Islamabad (PAKISTAN) (hereinafter called "NTC" Of the One part,

AND

M/S. PAKISTAN TELEPHONE CABLES LIMITED, Office: E-3, Block-17, Al-Raei Avenue, Behind National Stadium, Gulshan-e-Iqbal, Karachi-75800, Pakistan (hereinafter called "CONTRACTOR") Of the Other part.

WHEREAS, NTC desires to procure the Drop Wire of specification LW-40K and LW-91 as per Annex "A" on rate running frame agreement DDP site basis from M/s PTCL Cables and they are willing to sell the Drop Wire to NTC as defined herein and as described in the Annex- A attached hereto, under the terms and conditions set forth herein.

AND WHEREAS, the Contractor made their offer No. PTCL/21/030/Tender-HQ/ADV-13(b)/2020-21 dated 22nd January, 2021 and all subsequent clarifications from the date of submission of the offer up to the date of signing of the Contract.

NTC accepted the offer of the Contractor at unit rates mentioned in Annex-A.

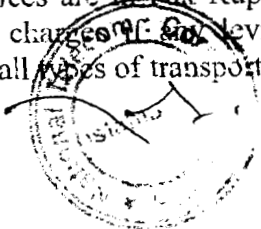
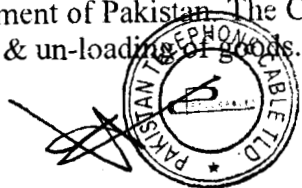
Now therefore this contract also witness in consideration of the terms and conditions contained herein, and the Contractor shall supply the cable as defined in the Scope of Work in accordance with the time schedule of this contract, and hereby agreed as follows:

2. COUNTRY OF ORIGIN

The Contractor shall supply the Drop Wire as per specification LW-40K and LW-91 under the Contract and shall have their Country of Origin as "Pakistan".

3. 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 levied by Government of Pakistan. The Contractor shall also be responsible for all costs of transportations, loading & un-loading of goods.



4. PERFORMANCE SECURITY

The contractor shall furnish performance security in the shape of irrevocable Bank Guarantee issued by a scheduled bank of Pakistan amounting to **PKR.300,000/-** valid for **14xmonths** 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. 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 DE (Procurement) NTC HQ.

5. SPECIFICATIONS

The Contractor shall responsible to provide the Drop Wire according to specification **LW-40K and LW-91** (whichever desired by NTC), in case of conflicting specifications appearing in the documents, decision of NTC will be final and strict version will hold good. The Contractor shall also be responsible to pack the stores separately for each region as per **Annex "A"** and mark the name of region on packing besides mentioning of mailing address of ultimate consignee.

It is further added that Manufacturer's name and the year of manufacture shall be recorded throughout the length of the cable in embossed letters /printed with indelible ink, & contract # at interval of about 1 meter.

6. TIME FOR COMPLETION / RATE RUNNING FRAME AGREEMENT

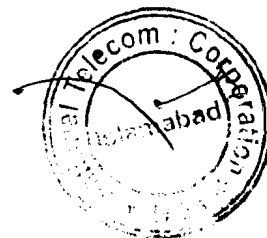
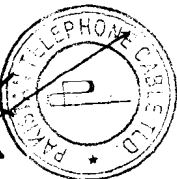
The contractor shall deliver all quantities of Drop Wire as per Annex-A & B to all sites within **12xWeeks** from the date of signing of contract. However, the contractor shall make every effort to deliver the Drop Wire at the earliest and partial delivery of Drop Wire is also acceptable to NTC. NTC will be bound to complete the Inspection & Acceptance of offered Drop Wire within 01 x week from the date of receiving of offer letter from contractor and contractor will not be responsible for any delay in Inspection and Acceptance.

If discrepancy is observed in the offered Drop Wire by NTC, then delay will be attributed towards the contractor till the removal of discrepancies followed by offering of rejected Drop Wire. The date of offered Drop Wire for inspection/testing will be treated as a date of delivery.

The unit rates of the Drop Wire shall remain valid for a period of one year from the date of signing of contract and NTC may procure additional quantity of Drop Wire on as & when required "**Rate Running Contract**" basis. However, NTC does not guarantee and is under no obligation to purchase/place orders unless determined required by NTC.

7. LIQUIDATED DAMAGES

Unless the delay in delivery of Drop Wire is caused by Force Majeure or the delay is not on part of NTC, rather the contractor fails to deliver the cable at any site or all



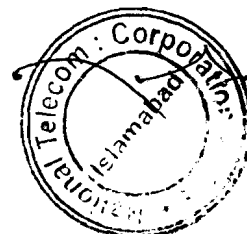
sites as specified in the contract with in the stipulated time as per clause 6, the NTC may, without prejudice to any other remedy it may have under the contract, deduct from the contract prices, as LD charges, a sum equivalent to @ 0.5% per week of the delayed store maximum to 10% of the total P.O value, and the same will be recovered from the Contractor at the time of final payment. 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).

8. PRE-DELIVERY INSPECTION

- 8.1 The contractor shall arrange inspection/testing of the Drop Wire before delivery at his premises/factory at its own cost.
- 8.2 Upon receiving request of contractor for inspection, Director (Procurement) NTC HQ will nominate the committee for inspection of the cited Drop Wire before delivery to all sites and will inform in-writing the contractor accordingly. The nominated committee will be approved by DG Technical NTC HQs. DG Technical NTC HQs can also wave off inspection, if cable is urgently required by a region.
- 8.3 The nominated & approved committee will carry out inspection/testing of the cited Drop Wire at the factory of contractor and will issue an acceptance certificate to the contractor under intimation to Director (Procurement) NTC HQs accordingly. The Terms of Reference (ToR) for the inspection committee is as under:
- ✓ Constructional and Physical tests shall be 5% of the offered coil.
 - ✓ Electrical tests shall be 10% of the offered coil for shipment.
 - ✓ The coils selected for physical & construction tests and electrical tests shall be mutually exclusive.
- 8.4 The contractor will be responsible to arrange test equipment & testing of manufactured store at its own cost as per latest tests procedure incorporating all the requisite tests as per LW-40K.
- 8.5 Any discrepancies found will be intimated to the contractor who will arrange to sort out the discrepancy immediately but not later than 10 x days from the date when he is informed about the discrepancy.

9. TERMS OF PAYMENT

- 9.1 The Contractor shall be paid 100% payment immediately against delivered stores after receipt of following documents duly signed by ultimate consignees:
- Delivery Challans
 - Good Receipt Note
 - Inspection Report



The Contractor will submit the site-wise commercial invoice & sales tax invoice in triplicate to Director (Procurement) NTC HQs. The Contractor will clearly mention GST number of both supplier & purchaser on the invoice (NTC GST # 07-01-9802-013-64). Taxes will be deducted as per government rules.

- 9.2 All the payments will be made by General Manager (Finance) NTC HQs through Director (Procurement) NTC HQs.
- 9.3 As scattered delivery is involved thus partial payments will be made on presentation of invoice, duly verified delivery challans & GRN of respective site.

10. WARRANTY

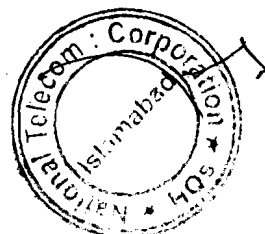
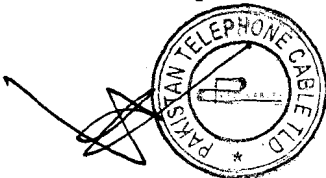
- 10.1 The Contractor shall warrant that all Drop Wire supplied under the contract are brand new, un-used, and incorporate all the latest improvements in design and materials unless provided otherwise in the contract. Contractor will further warrant that the store supplied under this contract is neither stolen nor from the old stock. If During the pre-delivery inspection & post-delivery inspection, it is found that the supplied store is stolen or from the old stock or is sub-standard then contractor shall be bound to immediately replace the store with new one without any cost effect to NTC. The contractor shall furnish this warranty on its company letter head.
- 10.2 The warranty shall remain valid for **12 (twelve) months** starting from the date of issuance of **last inspection report**. The bank guarantee of the performance bond will be extended accordingly if required.
- 10.3 In case of any discrepancy, the Contractor shall, with all reasonable speed, repair or replace, 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.
- 10.5 Without prejudice to any other clauses of this contract, the Contractor shall promptly correct at no cost to NTC, any defect in any work of correction executed previously, upon receipt of written notice of defect within twelve months warranty period from the acceptance of the corrected defect.

11. TAXES AND DUTIES

The Contractor shall be responsible for all taxes, duties, GST and freight charges, local transportation and tool tax charges, handling and other incidental charges etc. incurred or accrued until the final delivery of the stores.

12. 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.

13. CONTRACTOR'S DEFAULT

13.1 If the Contractor;

- Fails to deposit, the performance security equivalent to 10% of the Contract Price in the form of bank guarantee, or
- Have abandoned the Contract, or
- Without reasonable excuse have failed to supply the Drop Wire or have suspended the progress of the Works for ten (10) days after receiving from NTC written notice to proceed, or
- 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.
- Despite previous warnings by NTC in writing, not supplied the cable with the contract, or be neglecting to carry out his obligations under the Contract, 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.

13.2 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 any security (tender/performance) deposited by the Contractor shall also be confiscated by the NTC under such circumstances.

14. ARBITRATION AND AMICABLE LAW

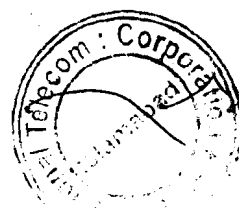
14.1 NTC and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

14.2 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.

14.3 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.

14.4 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.

14.5 Each party shall bear the cost of its own arbitrator and the cost of the third arbitrator shall be borne equally by both parties.



15. FORCE MAJEURE

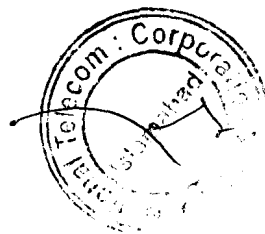
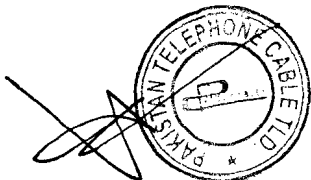
- 15.1 The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 15.2 If 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.

16. 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.

17. 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

18. ULTIMATE CONSIGNEE

The Drop Wire will be consigned as under.

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

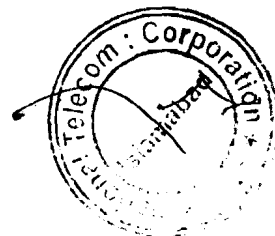
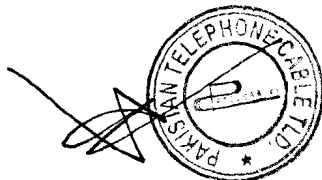
19. DEBARMENT / BLACKLISTING OF FIRM

19.1 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.

19.2 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.

19.3 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.



20 NOTICES

20.1 Purchaser's address

- Director (Procurement),
National Telecommunication Corporation,
Headquarters, G-5/2, Islamabad.
Ph # 051-9245833, Fax # 051-9245719

20.2 Contractor's address

- **Office:**
M/s PTCL Cables,
E-3, Block-17, Al-Raee Avenue, Behind National Stadium, Gulshan-e-Iqbal,
Karachi-75800, Pakistan.
Ph: 021-34802940-1 Fax: 021-34802943
- **Factory:**
M/s PTCL Cables,
18th Mile RCD Highway, 27/3/2 Mouza Bairut, Tehsil Hub, Distt Lasbela.
Ph: 0853-363248-9 Fax: 0853-363245

21. PRIORITY OF THE DOCUMENTS

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

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

22. EFFECTIVE DATE OF CONTRACT

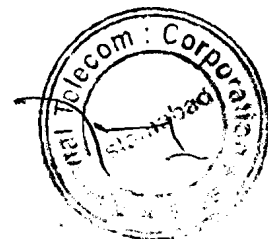
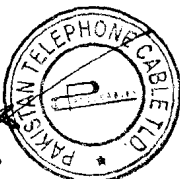
This Contract will become effective upon signing by both the parties.

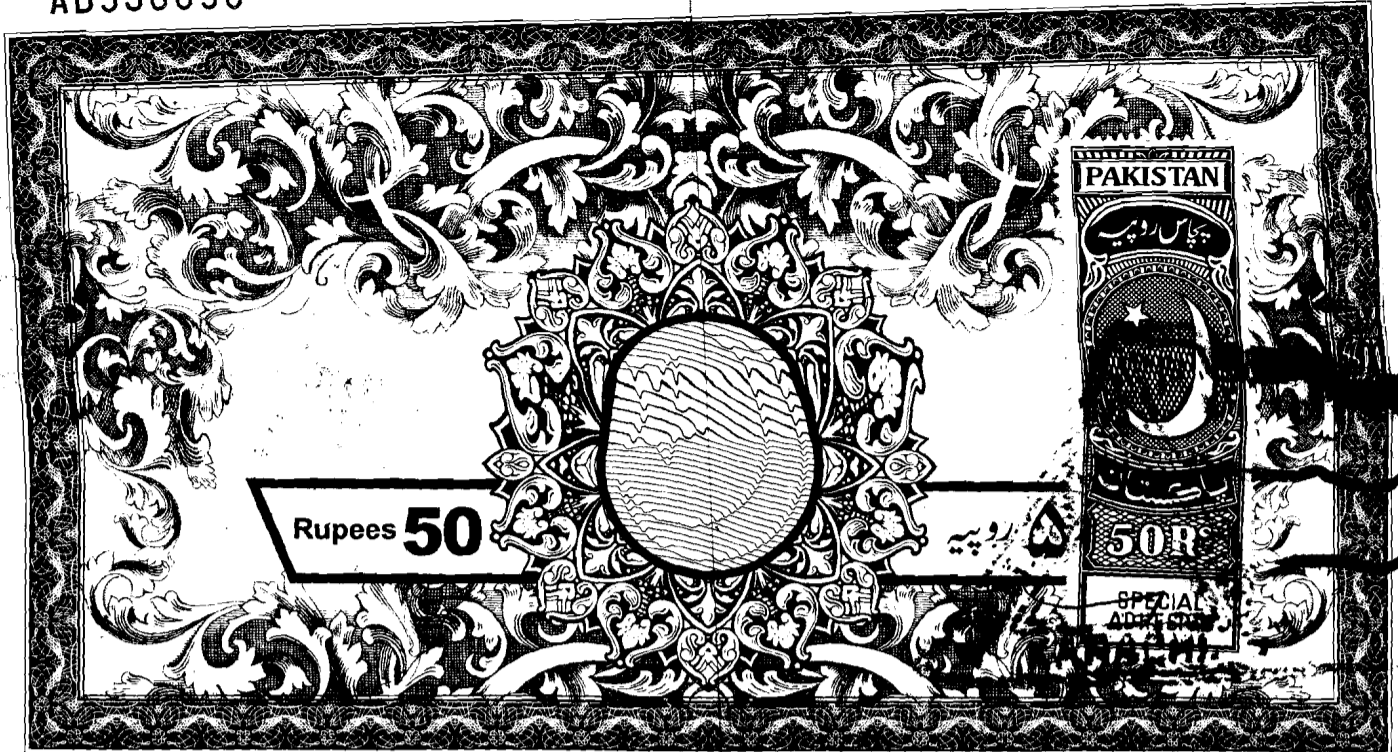
23. REPEAT ORDER

Contractor will be bound to accept repeat order with mutual consent up to 15% if placed by National Telecommunication Corporation as per Public Procurement Rules, 2004.

24. EXTENSION IN CONTRACT

The contract can further be extended for a period of further one year, if agreed by both the parties. The contract can be extended on the same terms & conditions and on 05 % non-compounded increase on the contract prices.





S. MOHSIN ZAIBI STAMP VENDOR 043357
 Shop No 33-A, Liberty, Karachi
 Lic. No. 34
 S.NO.
 DATE 18 MAY 2021
 S. Mohsin
 Advocate
 SIGNED TO WITH ADDRESS
 THROUGH WITH ADDRESS
 STAMP VENDOR'S DELIVERANCE ORDER, SERIAL NO.
 VALUE RS.

RUPEES FIFTY ONLY
 Office Superintendent
 Stamp Office, City Court
 Karachi
 06 MAY 2021

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 PAKISTAN TELEPHONE CABLES LTD.
 KARACHI

[Handwritten signature]

FOR AND ON BEHALF OF
 NATIONAL
 TELECOMMUNICATION CORPORATION

[Handwritten signature]

Director (Procurement) NTC HQs

WITNESS

[Handwritten signature]

[Handwritten signature]

Wahed Hussain
 DE (Procurement)
 NTC HQs G-5/2, Islamabad

56

Annex-A

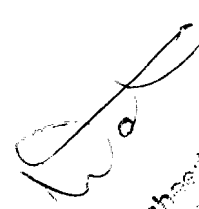
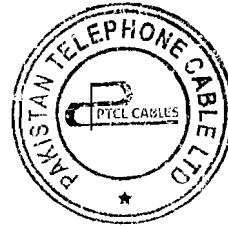
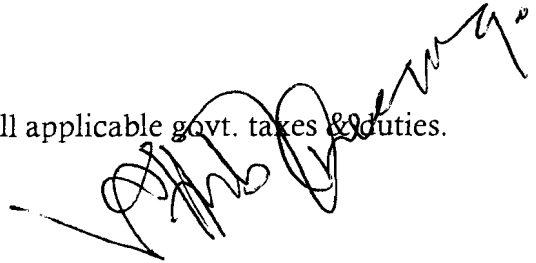
Contract No. NTC/Proc/20-21/Drop Wire/PTCL

Bill of Quantity

S. No.	Description of Item	Specification	UoM	Unit Price without GST	Unit Price with GST
1	Drop Wire	LW-40K	Meter	21.50	25.155
2		LW-91	Meter	20.00	23.40

Note:

- a) The above prices are in PKR inclusive of all applicable govt. taxes & duties.
- b) The above prices are on DDP Site Basis.



Wahid Hussain
Procurement Officer
NTC Hqs G-12, Islamabad



NATIONAL TELECOMMUNICATION CORPORATION

HEADQUARTERS G-5/2, ISLAMABAD

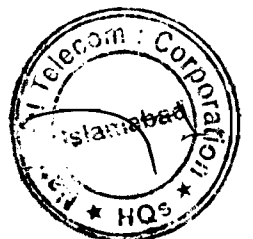
Bid Documents

FOR

**Supply of Drop Wire to NTC on Rate Running Frame
Agreement DDP Site Basis**

Tender Notice # HQ/ADV-13/2020-21

Tender No. 13(b)



1. DEFINITIONS

"BoQ" stands for bill of quantities of each item as mentioned in this tender and its annexes accordingly to which the contractor shall supply the store subject to change by agreement of both parties.

"Bidding" means a formal procurement procedure under which sealed bids are invited, received, opened, examined & evaluated for the purpose of awarding a contract.

"Bid/Tender Documents" means the documents issued by NTC for invitation of bids along with subsequent amendments & clarifications.

"Bid Bond/Security" means security in the form of pay order/Bank draft/CDR/Bank guarantee issued by a scheduled bank of Pakistan acceptable to NTC on judicial stamp paper with stipulated terms provided by NTC in the form annexed with bid documents.

"Completion Date" means the date by which the contractor is required to complete the contractual obligations.

"Contract" means the agreement between NTC and the contractor comprising of contractual terms & conditions, scope of work, specifications, and the bill of quantities, appendices and addenda as well as amendments made to any such documents in accordance with the agreement.

"Contract Price" means the price payable to the contractor under the contract for the full and proper performance of its contractual obligations.

"Contractor" means the individuals (s) of firm (s) supplying the items under this contract acting individually or collectively.

"Day" means calendar day of the Gregorian calendar.

"Effective Date" means the date of signing of the contract by both parties.

"Force Majeure" means acts of God, Government restrictions, financial hardships, war and hostilities, invasion, act of foreign enemies, rebellion, revolution, riot, industrial disputes, commotion, natural disasters and other similar risks that are outside of Contractor's & NTC's control.

"DDP" means Delivered Duty Paid as specified in INCOTERMS 2000. DDP Price means that all cost, expenses, incurred or payable on items by the contractor upto the point the items are delivered to ultimate consignee are included in the quoted prices.

"Good Receipt Note" means document issued by the ultimate consignee certifying that goods are received in good physical condition.

"Liquidated Damages" means the penalty imposed upon the contractor on account of late delivery of the whole or part of quantities of goods.

"LoI" means letter of intent issued by NTC to lowest evaluated bidder enunciating formal acceptance by NTC & invitation to successful bidder for signing of contract.

"Lowest Evaluated bidder" means prospective firm evaluated as qualified on the basis of criterion set forth in bid documents & found lowest accordingly.

"Month" means the calendar month of Gregorian calendar.

"Performance Security" means an irrevocable bank guarantee issued by a scheduled bank of Pakistan on judicial stamp paper with stipulated terms provided by NTC in the form annexed with the bid documents.

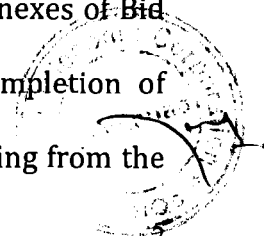
"NTC" means National Telecom Authority, Head Quarters, G-5/2, and Islamabad.

"Pre-Shipment/Supply Inspection" means inspection and testing of items at manufacturer's premises/factory in accordance with the provisions of technical specifications.

"Specifications" means the technical specifications provided in the annexes of Bid Documents.

"Time of Completion" means the time schedule within which completion of delivery as a whole is to be attained.

"Warranty Period" shall mean the period of twelve (12) months starting from the time of acceptance of delivered items in good condition at the last site.



“Rate Running Contract” means that NTC will sign the unit rate contract with the successful bidder valid for one year. The unit rates of each item will be valid for the period of one year. Initially NTC will procure an estimated quantity of items at the unit rates finalized & agreed and after that orders will be placed on as & when required basis at the unit rates finalized in the contract. Whereby NTC does not guarantee and is under no obligation to purchase/place orders unless determined required by NTC. The period is further extendable on mutual consent of both parties.

2. SCOPE OF WORK

- i. NTC intends to procure drop wire of PTCL specifications (LW-40K ‘or’ LW-91) as per **Annex-A** (Bill of quantities). The quantities mentioned in the Annex-A can be varied at the time of signing of contract.
- ii. The drop wire supplied shall conform to the standards & parameters mentioned in the technical specifications (LW-40K ‘or’ LW-91). In case of conflicting specifications appearing in the documents, decision of NTC will be final and stricter version will hold good.

3. ELIGIBILITY CRITERION OF BIDDERS

This invitation for bids is open to all manufacturers and their authorized dealers for supply of drop wire meeting following conditions:

- i. Registered with taxation department of Pakistan with registered office in Pakistan.
- ii. Never been involved in litigation with any Govt./Semi Govt. organization & will submit affidavit on judicial paper to this effect.
- iii. Never been blacklisted from any Govt. /Semi Govt. organization & will submit affidavit on judicial paper to this effect.
- iv. The incumbent bidder shall have relevant experience from the date of incorporation/registration. The firm must have experience of supplying drop wire to NTC, PTCL, SCO & other telecom organizations. The bidder shall provide detail of previous supply record covering following information:
 - a. Contract /Purchase Order Value
 - b. Contract /Purchase Order Date & Year
 - c. Name of Customer with name of relevant contact person
 - d. Details of items offered/supplied.
- v. The model of quoted item shall be approved from quality assurance laboratory of Pakistan Telecom Company Limited & incumbent bidder shall provide approval certificate of quoted item model along with the test results. NTC reserves the right to verify the approval certificate from issuing authority.

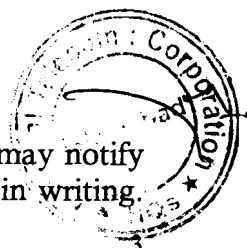
Note: *Prospective Bidder Must Provide Valid Documentary Proof against serial # (i-v) along with the bid. Non-Submission of any of above document will lead to Consideration of a firm as NON-RESPONSIVE & Sub-sequent NON-CONSIDERATION for the evaluation.*

4. COST OF TENDERING

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

5. CLARIFICATIONS OF TENDER DOCUMENTS

A prospective bidder requiring any clarification(s) regarding any matter may notify to DE (Procurement) NTC HQs (Tele: 051-9245864 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).

6. AMENDMENT OF TENDER DOCUMENTS

- i. 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.
- ii. 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.

7. PREPARATION OF TENDER/ BID DOCUMENTS

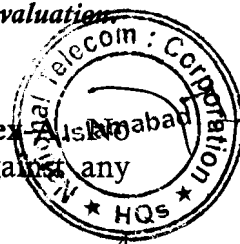
- i. Bids should be prepared considering "*Single Stage – Single Envelope*" procedure.
- ii. The envelope shall clearly mention the name of bidder & necessary information in bold & legible letters to avoid any confusion.
- iii. Bid documents and all correspondence will be in English language.
- iv. The 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 (LW-40K 'or' LW-91).
 - c) Duly filled and signed by authorized personnel the commercial compliance statement as per **Annex-B**.
 - d) Valid Tender Security (@ equivalent to **PKR 100,000/-**) as per the detail in **Clause 9**.
 - e) Valid General Sales Tax Certificate.
 - f) Valid National Tax Number Certificate.
 - g) Previous supply record with contract amounts, dates and completion certificates.
 - h) Company Profile.
 - i) Certificate on judicial paper of never been black listed by any Govt./Semi-Govt. organization.
 - j) Certificate on judicial paper of never been involved in litigation with any Govt. /Semi-Govt. organization.
 - k) Approval Certificate of quoted item/model issued from quality assurance laboratory of Pakistan Telecom Company Limited along with the test results.

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

- i. Prices should be quoted in Pak Rupees on DDP basis as per **Annex-A**. No compensation shall be given on account of Pak Rupee devaluation against any foreign currency.



- ii. The price quoted should be firm, final, and clearly written/typed without any ambiguity. Any overwriting will lead to cancellation of bid at the time of opening. The taxes & duties leviable in Pakistan at the time of signing of contract shall be adjusted (increase/decrease as the case maybe) in accordance with the prevailing rate.
- iii. The quoted price should include all the applicable government taxes, custom duties, in-land transportation, & any other applicable charges. In case of any exemption, relevant complete documentary proof should be provided. In case the bidder does not mention the levy or exemption of sales tax, it shall be treated that sales tax is included in the price.
- iv. The bidder shall clearly mention the levy or exemption of sales tax on the items being offered. If the bidder does not mention levy or exemption of sales tax, it will be assumed that sales tax has been included in the price accordingly the claim of sales tax exemption will not be entertained.
- v. The rates / prices shall be entered against each item in the Bill of Material (BOM) as 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.
- vi. The bidder shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.
- vii. 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. BID SECURITY

- i. The bidder shall furnish valid tender security amounting to **PKR 100,000/-** 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 guarantee by a scheduled bank in Pakistan or an insurance company having at least AA rating from PACRA/JCR in favor of NTC valid for a period of 28 x days beyond the bid validity date.
- ii. Any bid not accompanied by valid tender security shall be rejected by the NTC at the time of opening of bid.
- iii. 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.
- iv. The tender security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed contract agreement.
- v. The tender security may be forfeited:
 - ✓ If a bidder withdraws his bid during the period of bid validity.
 - ✓ If the bidder does not accept the correction of his bid price.
 - ✓ In the case of successful bidder, if he fails to furnish the required performance security or sign the contract agreement.
- vi. All correspondence regarding release/extension of bid security shall be made with DE (Procurement) 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

- i. The bid shall be delivered in person or sent by the registered mail which should reach the NTC HQ, G-5/2 Islamabad on or before **1100 hours on dated 22nd January, 2021.**
- ii. Bid should be submitted in sealed envelope having necessary information regarding tender notice and warning message **"DO NOT OPEN BEFORE 22nd January, 2021 at 1130 Hrs.**
- iii. No open, e-mailed or faxed bid will be accepted.
- iv. 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

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

13. OPENING OF BID

- i. The NTC tender committee will open the bids at **1130 hours on dated 22nd January, 2021** in the presence of bidders representatives who choose to attend, at NTC HQ G-5/2 Islamabad.
- ii. 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.
- iii. The tender committee will resolve any issue raised by the bidders, on the spot.
- iv. NTC reserves the right to reject any one or all bids as per Public Procurement Rules, 2004-33(1).

14. CLARIFICATIONS / CORRECTIONS OF BID

- i. 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.
- ii. 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."



- iii. 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

- i. The bid is valid till required period.
- ii. The bid prices are firm during its validity and inclusive of all taxes, duties & freight charges etc
- iii. The bidder has furnished valid tender security
- iv. The bidder is eligible to tender.
- v. The bid is generally in order as per Clause-7 (v).
- vi. The bidder promptly responds to queries sought by NTC.
- vii. The bidder has submitted sample of the quoted item.

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

- i. 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:

Technical evaluation:

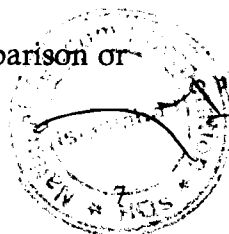
NTC may also consider to inspect the samples of quoted item/model therefore each bidder is required to furnish the sample also. Every bidder is required to offer the item/model that comply all the latest PTCL specifications. Any deviation will lead to cancellation at any time. Moreover, the copies of Purchase Orders / Contracts issued by PTCL /NTC must also be provided alongwith the technical bid. Bidders / OEMs having no previous supply record will be rejected.

In case of new firms, the certificate of acceptance form PTCL Laboratory Islamabad must be provided alongwith the bid for consideration of the proposal; otherwise the bid will be rejected.

Commercial Evaluation:

Financial bids of technically qualified bidders 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.

- ii. Contract will be awarded to technically qualified financially lowest Evaluated bidder.
- iii. 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.
- iv. No bidder shall contact NTC on any matter relating to its tender from the time of opening to the time of contract is awarded.
- v. 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.



- vi. 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

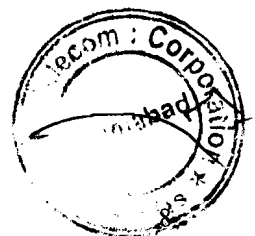
The bidder will furnish a compliance certificate with the bid as per enclosed format as per **Annex-B (duly signed along with company seal)**.

18. AWARD CRITERIA & NTC'S RIGHT

- i. 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.
- ii. 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 rights to place variation order (increase or decrease in the quantities of item of BOM) at the time of signing of contract/placing of purchase order without upward revision in unit price. 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 amounting to **PKR. 300,000/-** in the shape of bank guarantee valid for a period of **14 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 offer the store for Pre-Delivery Inspection within **Twelve (12) weeks** from the date of placing of purchase order. After successful Pre-delivery Inspection, contractor shall be bound to complete the delivery within **Two (02) weeks**.
- 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 of the delayed store maximum to 10% value of the contract. If delay in the completion is due to NTC then completion period will be extended & penalty will be calculated accordingly.
- 4.3 The unit rates of the Drop Wire shall remain valid for a period of one year from the date of signing of contract and NTC may procure additional quantity of Drop Wire on as & when required "**Rate Running Contract**" basis by placing multiple purchase order(s) throughout the duration of the contract / Frame Agreement. However, NTC does not guarantee and is under no obligation to purchase/place orders unless determined required by NTC.

5. WARRANTY / SERVICES

- 5.1 The contractor will warrant that the store supplied under the contract are new, unused, and incorporates all recent improvements in design and materials and of good quality. The warranty shall remain valid for a period of **12 months** starting from the date of issuance of inspection report. NTC shall promptly notify the supplier/in

- 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 PRE-DELIVERY INSPECTION AND TESTING

- 6.1 The bidder shall **arrange inspection/testing of the store** before delivery at his premises at its own cost.
- 6.2 On request of contractor's offering stores for inspection, Director (Procurement) NTC HQ will nominate the committee with the approval of CTO NTC for **inspection** of the cited stores **before delivery** and will inform in-writing the bidder accordingly. CTO can also waive off inspection, if store is urgently required by region.
- 6.3 The nominated committee will carryout **100% physical inspection** of the cited store in the **premises of bidder** and will **issue an acceptance certificate to the bidder** under intimate to Director (Procurement) NTC HQs accordingly.
- 6.4 The bidder will be responsible to arrange test equipment & testing of store at its own cost as per latest PTCL tests procedure.
- 6.5 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.

7. PAYMENT

100% payment of the delivered store 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

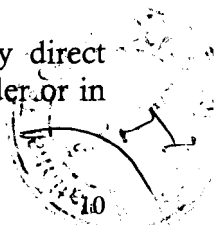
- 8.1 If the contractor fails to supply the items, refuses or fails to comply with a valid instruction of the NTC, the NTC may give notice and stating the default.
- 8.2 If the contractor has not taken all practicable steps to remedy the default within 14 days after receipt of NTC notice, the NTC may 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 Islamabad
- Director NTC Rawalpindi
- Director NTC Peshawar
- Director NTC Lahore
- Director NTC Multan
- Director NTC Karachi
- Director NTC Quetta

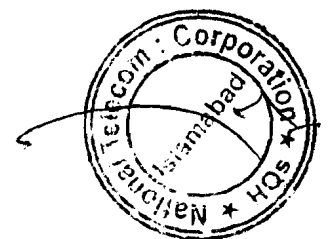
15 DEBARMENT / BLACKLISTING OF FIRM

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:-

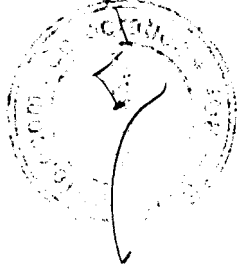
- a. Consistent failure to provide satisfactory performance.
 - b. Contractor becomes insolvent.
 - c. Existence of judicial decision against a contractor in respect of a corrupt or collusive practice.
 - d. Submission of false and spurious documents, making false statements and allegations to gain undue 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
Supply of Drop Wire to NTC on Rate Running Frame Agreement DDP
Site Basis



S. No.	Description	Qty	A/U	Specifications	Unit Price without GST (PKR)	Unit Price with GST (PKR)
1	Drop Wire	1	Meter	* LW-40K		

S. No.	Description	Qty	A/U	Specifications	Unit Price without GST (PKR)	Unit Price with GST (PKR)
1	Drop Wire	1	Meter	* LW-91		

* The bidder must quote rates for each of the technical specifications of the drop wire & NTC will decide to procure as per requirement.

COMMERCIAL COMPLIANCE STATEMENT

S.No.	Description	Complied	Not Complied	Partially complied	Remarks
1	Definitions				
2	Scope of work				
3	Eligibility Criterion of Bidders				
4	Cost of tendering				
5	Clarifications of Tender Documents				
6.	Amendment of Tender Documents				
7	Preparation of Bid				
8	Price				
9	Bid 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 _____.

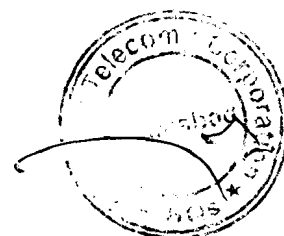
WE HEREBY AGREE AND UNDERTAKE:

- 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

