

**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 Worth Fifty**  
**Million or More**

- NAME OF THE ORGANIZATION/DEPTT. National Telecommunication Corporation
- FEDERAL / PROVINCIAL GOVT. Federal Govt Corporation
- TITLE OF CONTRACT Hiring of Managed Services for Provisioning of Technical Assistance to NTC Data & IT Customers on Rate Running Contract Basis
- TENDER NUMBER **HQ/ADV-04(b)/2024-25**
- BRIEF DESCRIPTION OF CONTRACT Hiring of Managed Services for Provisioning of Technical Assistance to NTC Data & IT Customers on Rate Running Contract Basis
- TENDER VALUE **PKR 68,668,8082/-**
- ENGINEER'S ESTIMATE (for civil Works only) N/A
- ESTIMATED COMPLETION PERIOD **One Year Rate Running Contract**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? **Yes**
- ADVERTISEMENT:
  - (i) PPRA Website (Federal Agencies) (If yes give date and PPRA's tender number) **TS549097E dated: 02-10-2024**
  - (ii) News Papers Daily Dunya (03-10-2024) and  
The Nation (03-10-2024)

**TENDER OPENED ON (DATE & TIME)**

**22<sup>th</sup> October, 2024 @ 1130 Hrs**

- NATURE OF PURCHASE Local
- EXTENSION IN DUE DATE (If any) **No** (as per above)

- NUMBER OF TENDER DOCUMENTS SOLD **Thirty One (31)**  
(Attach list of Buyers) **downloads through EPADS**
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS **Yes**  
(If yes enclose a copy).
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS **Yes**  
(If yes enclose a copy).
- WHICH METHOD OF PROCUREMENT WAS USED:- (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_ ☐ **Yes**
- 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. **NA**
- NUMBER OF BIDS RECEIVED **Two (02)**
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER **Yes**
- WHETHER INTEGRITY PACT WAS SIGNED **Yes**

**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 Worth Fifty**  
**Million Rupees or More**

- NUMBER OF BIDDERS PRESENT AT THE TIME OF  
OPENING OF BIDS                      **Nil**
  
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER **M/s HR Business  
Solutions Pvt Ltd**, House No. 08, Lane 6, Sector H, DHA-II, Islamabad. Cell: 0332-  
5359287.
  
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATED BID).  
M/s HR Business Solutions                      **1<sup>st</sup> lowest**  
M/s NDS Technologies                              **2<sup>nd</sup> Lowest**

NEED ANALYSIS (Why the procurement was necessary?) Upkeep and cleanliness of  
NTC HQs is carried out on outsource model.

- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE  
REASONS (Briefly describe)                      **No**
  
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ  
OUT AT THE TIME OF OPENING OF BIDS                      **Yes (Through EPADS)**
  
- DATE OF CONTRACT SIGNING **07<sup>th</sup> February, 2025 (w.e.f 01-01-2025)** (Attached  
copies of agreement)
  
- CONTRACT AWARD PRICE                      **PKR 65,945,853/-** (revised in light of EOBI and  
Social Security Rules)
  
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL  
BIDDERS    **Results Announced**
  
- ANY COMPLAINTS RECEIVED                      **No**

- ANY DEVIATION FROM SPECIFICATIONS GIVEN  
IN THE TENDER NOTICE/DOCUMENTS **No**
- DEVIATION FROM QUALIFICATION CRITERIA **No**
- SPECIAL CONDITIONS, IF Any  
(Give Brief Description)

**No Special Conditions**

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[F.No.2/1/2008PPRA-RA.III]



**NATIONAL TELECOMMUNICATION CORPORATION**

**HEADQUARTERS G-5/2 ISLAMABAD**

**EPADS E-TENDER DOCUMENTS**

**Hiring of Managed Services for Provisioning of Technical  
Assistance to NTC Data & IT Customers on Rate  
Running Contract Basis**

**EPADS E-Tender Notice # HQ/ ADV-04(b)/2024-25**

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## SECTION-I

### INSTRUCTIONS TO THE BIDDERS

#### 1 INVITATION TO e-BIDS

##### Tender Notice No. HQ/ADV-04(b) / 2024-25

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

Tender No.	Description of Service	Last Date & Time of Bid Submission	Bid Opening Date & Time
04 (b)	Hiring of Managed Services for Provisioning of Technical Assistance to NTC Data & IT Customers on Rate Running Contract Basis	22-10-2024 @ 11:00 Hrs.	22-10-2024 @ 11:30 Hrs.

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

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

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

#### **Director (Procurement)**

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

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

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

#### 2 GENERAL



## 2.1 Introduction

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

## 2.2 Scope of Work

NTC intends to outsource 24/7 technical support and monitoring services for its Data Center NOC, Intranet NOC, IT Billing operations, and Data & IT customer support services, as Managed Service. The members of outsourced technical team will work alongside NTC's existing staff to ensure continuous monitoring, high availability, and effective management of Data & IT infrastructure besides any other IT related tasks assigned to them from time to time by their reporting NTC POC. Key responsibilities include

- Managing Data Center/Network operations
- Managing & troubleshooting intranet network
- Providing comprehensive customer support.
- Subject Matter Experts Services on Specified Fields

This initiative aims to enhance service reliability, reduce downtime, and improve operational efficiency by integrating additional expertise and Technical resources. The successful bidder needs to provide services as per Bill of Quantity (Annex-A), Employees' Eligibility Criteria (Annex-B) and Responsibility Matrix (Annex-C). The quantities in Annex-A are mentioned for evaluation purposes and NTC may decrease or increase the same as per requirement.

## 2.3 General Instructions

- a) The firm will provide technical resources for managed services based on the approved pay packages, the specified number of required resources, and the necessary qualifications.
- b) Technical resources will perform duties in the premises of NTC as per the duty rosters managed by NTC. Duties will be performed 24/7 in three shifts.
- c) Technical resources will provide customer support till the resolution of issue and satisfaction of customer.
- d) The security clearance of hired staff from concern security agencies will be the responsibility of firm and will be shared with the ultimate consignee.
- e) The entire financial liability in respect of the technical resource(s) deployed shall be that of the firm and NTC will in no way be liable.
- f) The firm shall be solely responsible for redressal of grievances or resolution of disputes relating to the deployed technical resource(s). NTC shall, in no way, be responsible for settlement of such issues whatsoever.



- g) NTC shall not be responsible for any financial loss or any injury to the deployed technical resource(s) during the course of their performing the functions/ duties, or for payment towards any compensation.
- h) The deployed technical resource shall not claim nor shall be entitled to pay, perks and other facilities admissible to NTC employees or absorption during the currency or after expiry of the Agreement. Undertaking from the technical resource person to would be taken from the selected contractor.
- i) The scope of services will be at the sole discretion of NTC and may vary within the main objective of this tender document, subject to changes in operational needs and service requirements.
- j) Project Director will intimate (after obtaining internal approval, if required) to the Firm for acquisition of services of any Technical Resource 'or' discontinuation of service of any resource(s).

### 3 ELIGIBILITY CONDITIONS OF BIDDERS

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

- 3.1 Legally registered with relevant government authorities.
- 3.2 The firm must be registered with taxation departments of Pakistan as active taxpayers.
- 3.3 The firm must have relevant experience of at least three (03) years of providing such services to Government / Reputable Private organizations in Pakistan.
- 3.4 Certificate on at-least PKR 200/- Judicial Paper that the firm is not black listed from any government organization.
- 3.5 Certificate on at-least PKR 200/- Judicial Paper that the firm is never been involved in litigation with any government organization.
- 3.6 Duly notarized undertaking on at-least PKR 200/- judicial paper that the bidder does not have any linkage with Israel or India regarding ownership, sponsoring and financing.

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

### 4 COST OF TENDERING

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

### 5 CLARIFICATIONS OF TENDER DOCUMENTS

A prospective bidder requiring any clarification(s) regarding may inquire through EPADS Platform to NTC. 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. Moreover, for survey of /Coordination with NTC Headquarters the bidder may contact Director

(Procurement)/DE (Procurement) NTC HQs Islamabad, (Phone: 051-9245833, 051-9245864 Email: kashif.nawaz@ntc.org.pk, shaukat.ali@ntc.org.pk.

## 6 AMENDMENT OF TENDER DOCUMENTS

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

## 7 PREPARATION OF BID

- 7.1 Bid should be prepared in accordance with “Single Stage-Single Envelope” procedure.
  - a. The bidder shall clearly mention the name of bidder & necessary information in bold & legible letters to avoid any confusion.
  - b. Bid documents and all correspondence will be in English language.
  - c. The bid should have a covering letter on scanned letter pad of the firm. All pages of the bid shall be initialed/signed and official seal be affixed by the person(s) authorized to sign. 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.
- 7.2 Following documents shall be submitted with the proposal:
  - a. Duly filled Bill of Quantity as per **Annex-A**.
  - b. Duly filled commercial compliance statement as per **Annex-B**.
  - c. Valid Tender security.
  - d. Documentary and Certificates evidence as per clause # 3.
  - e. Company Profile

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

## 8 LANGUAGE OF BID DOCUMENTS

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

## 9 PRICE

- 9.1 Prices should be quoted in Pak Rupees as per **Annex-A**.
- 9.2 The price quoted should be firm, final, and clearly typed without any ambiguity.
- 9.3 The price should include all the applicable government taxes, duties etc.
- 9.4 The prices should be valid for duration of the contract i.e. One Year.
- 9.5 The bidder shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.

## **10 TENDER SECURITY / EARNEST MONEY**

- 10.1 The bidder shall furnish tender security amounting to PKR. 1,400,000/- (Pak Rupees One Million Four Hundred Thousand Only) in the form of Pay Order or Deposit at Call or a Bank guarantee as per **Annex-C** issued by a scheduled bank of Pakistan in favor of NTC valid for a period of 120 days.
- 10.2 The Original Bid Security shall be delivered in person or sent by the registered mail which should reach the office of Director (Procurement) Room # 05, Ground Floor, NTC HQ, G-5/2 Islamabad on or before **11:00 hours on dated 22<sup>nd</sup> October, 2024**. Any online bid for which original bid security does not reach before deadline of the bid shall be rejected by the NTC as non-responsive
- 10.3 Scanned Copy of bid security shall be uploaded by the bidder on EPADS before deadline of bid submission. Any bid not accompanied by bid security shall be rejected by the NTC as non-responsive.
- 10.4 The bid securities / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of tender security whichever is earlier. The bid securities of bidders, who are not in competition, can be returned earlier at NTC discretion upon receiving a request.
- 10.5 The tender security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed contract agreement.
- 10.6 All correspondence regarding release/extension of bid security shall be made with Director (Procurement) NTC HQ.
- 10.7 The bid security may be forfeited:
  - a. If a bidder withdraws his bid during the period of bid validity.
  - b. If the bidder does not accept the correction of their bid price.
  - c. In the case of successful bidder, if bidder fails to furnish the required performance security or sign the contract agreement.
  - d. If bidder does not respond to clarifications called by NTC.

## **11 VALIDITY OF BIDS**

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

## **12 DEADLINE FOR SUBMISSION OF BID**

- 12.1 The bid shall be uploaded in PDF format on PPRA EPADS website i.e. [www.eprocure.gov.pk](http://www.eprocure.gov.pk) on or before **11: 00 hours on dated 22<sup>nd</sup> October, 2024**.
- 12.2 The bidders are required to follow procedure of EPADS and for any clarification/assistance regarding EPADS they may contact PPRA Helpline UAN: 051-111-137-237.
- 12.3 Bid received other than EPADS i.e. hard/Soft copy delivery in person or through e-mail or fax or registered mail will be not accepted by NTC.

## **13 MODIFICATION & WITHDRAWAL OF BID**

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

#### 14 OPENING OF BID

- 14.1 The NTC tender committee will download the bids at **11:30 hours on dated 22<sup>nd</sup> October, 2024** in the presence of bidders' representatives who choose to attend, at NTC HQ G-5/2 Islamabad.
- 14.2 The bidder's name, bid prices, any discount, the presence or absence of tender security, and such other details as the committee at its discretion may consider appropriate, will be announced at the tender opening.
- 14.3 The tender committee will resolve any issue raised by the bidders, on the spot.
- 14.4 NTC reserves the right to reject any one or all bids prior acceptance of a bid / proposal.

#### 15 RESPONSIVENESS OF BIDS

- 15.1 The tender security is submitted.
- 15.2 The bid is valid till required period.
- 15.3 The bid prices are firm during its validity and inclusive of all taxes, duties etc.
- 15.4 Completion period offered is within specified limits.
- 15.5 The bidder is eligible to tender and possesses the requisite experience.
- 15.6 The bid does not deviate from basic tender requirements.
- 15.7 The bid is generally in order etc.

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

#### 16 EVALUATION CRITERION

- 16.1 The tender evaluation committee will evaluate and compare only the bids The tender evaluation committee will evaluate and compare only the bids determined to be substantially responsive.

##### 16.2 Eligibility Criteria Evaluation

In the first step proposals will be evaluated on preliminary grounds. For this purpose, the eligibility criteria conditions mentioned in clause-3 will be considered for evaluation. All bidding firms will be evaluated as per these conditions without taking into account their financial proposals. **Any firm found non-compliant in any of these conditions will be declared ineligible and will not be considered for further evaluation proceedings.**

##### 16.3 Technical evaluation:

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

S. No	Description	Marks
01	Relevant Experience <ul style="list-style-type: none"> <li>One Similar Contract/PO/ = 10 x Marks</li> <li>Two Similar Contract/PO = 20 x Marks</li> <li>Three Similar Contract/PO = 30 x Marks</li> </ul>	30
02	* Personnel Capabilities (No of relevant employees/Resources)	50
03	*Financial Soundness (Average Annual Turnover in last three years)	20
04	<b>Total Marks</b>	<b>100</b>

\* Bidders are required to submit supporting documentary evidence along-with their bid.

#### 16.4 Commercial Evaluation:

It will be examined in detail whether the bids comply with the commercial / contractual conditions of the tender documents. It is expected that no major deviation/ stipulation shall be taken by the bidders.

16.5 Any minor informality or non-conformity or 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. **Any bid which does not comply to the commercial compliance statement as per Annex-B will be rejected by NTC.**

#### 16.6 Financial Evaluation:

Financial evaluation of the bids shall be carried out by comparison of bid prices as per RFT BoQ at **Annex-A**.

16.7 The bid of eligible, technically qualified and commercially compliant bidder with financially lowest evaluated cost shall be considered as **most advantageous bid.**

16.8 Contract will be awarded to most advantageous bid.

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

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

#### 17 CLARIFICATIONS / CORRECTIONS OF BID

17.1 To assist in the examination, evaluation and comparison of the bids the committee, at its discretion, may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

17.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected.

17.3 If the bidder does not accept the corrected amount of bid, his bid will be rejected and its tender security forfeited.

**18 COMMERCIAL COMPLIANCE STATEMENT**

The bidder will furnish a compliance certificate with the bid as per enclosed format **(Annex-D)**.

**19 AWARD CRITERIA & NTC'S RIGHT**

- 19.1 The bid of eligible, technically qualified and commercially compliant bidder with financially lowest evaluated cost shall be considered as **most advantageous bid**. Contract will be awarded to most advantageous bid.
- 19.2 The NTC reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids, at any time prior to award of order, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the NTC's action.

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

- 20.1 Prior to expiration of the period of tender validity prescribed by NTC, the NTC will notify the successful bidder Letter of Intent (LoI) through EPADS that their tender has been accepted.
- 20.2 Within 7 days from the date of furnishing of acceptable performance security under the condition of contract, the formal contract shall be executed with the successful bidder.



## SECTION-II

### TERMS & CONDITIONS OF CONTRACT

#### 1 PERFORMANCE SECURITY

- 1.1 The successful bidder shall furnish to the NTC a performance security amounting to ten percent (10%) of the Contract Value in the shape of CDR or Pay order or bank guarantee as per **Annex-F** issued from any scheduled bank of Pakistan valid for a period of **13 months** at the time of signing of contract.
- 1.2 The performance security will be released upon successful completion of contract period.
- 1.3 Failure of the successful bidder to furnish acceptable performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security.
- 1.4 All the correspondence regarding release of performance guarantee shall be made with Director (Procurement) NTC HQ.

#### 2 CONTRACTOR'S RESPONSIBILITIES

- 2.1 The contractor shall provide services as described in scope of work defined in Section-I of Tender Documents.
- 2.2 The contractor will submit the case for hiring "**Subject Matter Experts**" to NTC. NTC will constitute a selection committee headed by GM (Data & IT) and forward their recommendations to the MD NTC for approval of the most suitable SME(s). NTC's approved SME(s) will be hired by contractor.
- 2.3 The contractor shall ensure that salary defined for personnel in **Annex-A Bill of Quantity, column "b"** is paid to each personnel / employee.
- 2.4 The contractor shall ensure release of salaries to personnel/employees before 5<sup>th</sup> of each month through salary credit mechanism.
- 2.5 The contractor shall ensure to register all the personnel/employees under this contract with relevant welfare bodies i.e. EOBI, Social Security, Group Life Insurance etc and will make monthly payments as per prevailing law of the Govt. and as prescribed in Annex-A.
- 2.6 The contractor shall ensure deduction of income tax of employees under this contract as per prevailing law and Govt. and provide tax deduction certificate to the personnel/employees.
- 2.7 The contractor is required to issue ID cards to all employees to ensures that each individual working for NTC is easily identifiable, Accessible via cell phone, facilitate better access control and help in monitoring employee attendance and activities. Providing ID cards will also helpful for employees to move / attend duties in evening / night shifts reference to current Law & Order situation.
- 2.8 The contractor shall establish Office/Point of Presence in Islamabad for coordination regarding efficient resource deployment at NTC.

#### 3 NTC's RESPONSIBILITIES

- 3.1 Project Director will be responsible for day to day coordination for successful execution of this contract.
- 3.2 Ensure performance and attendance of the outsourced employees.

#### **4 DURATION OF THE CONTRACT**

The contract shall remain in force for a period of one (01) year. The contractor shall provide recurring services on regular basis throughout the duration of the rate running contract. NTC may increase or decrease the number of technical resources on as and when required basis.

#### **5 LIQUIDATED DAMAGES**

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

- a) Deduction of applicable per day payment in case of non-provision of services.
- b) 2.5% of total monthly payment per week up to maximum of 10% of total monthly payment in case of non-provision of quality/standard services.
- c) Deduction of per day applicable payment against individual, in case of unauthorized absence of on working days

#### **6 ACCEPTANCE CERTIFICATE**

Project Director/Ultimate Consignee shall issue acceptance certificate in favor of contractor at the end of each month subject to satisfactory performance of the contractor for the respective month.

#### **7 TERMS OF PAYMENT**

Payment of contract price shall be made in the following manners.

- 7.1 100% payment will be made by Finance Wing NTC HQ through GM(Data & IT) NTC HQ after issuance of Acceptance Certificate. The bidder will submit the invoice in triplicate to GM (Data & IT) NTC HQs.
- 7.2 All the payments shall be made through cross cheque in the Pak Rupees.
- 7.3 Taxes will be deducted as per government rules at the time of payment.

#### **8 CONTRACTOR'S NEGLIGENCE**

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



## **9 DEFAULT BY CONTRACTOR**

- 9.1 If the contractor fails to provide the services, refuses or fails to comply with a valid instruction of the NTC, the NTC may give notice and stating the default.
- 9.2 If the contractor has not taken all practicable steps to remedy the default within 14 days after receipt of NTC notice, the NTC may by a second notice cancel the contract and confiscate the performance security.

## **10 ARBITRATION AND APPLICABLE 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/MD NTC. Only Chairman/MD 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.
- 10.7 This Agreement shall be governed under Pakistani law and the Courts at Islamabad shall have exclusive jurisdiction over any matter that may need to be referred to a Court under this Agreement.

## **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 no longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure.
- 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 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.

## **13 TERMINATION FOR CONVENIENCE**

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

## **14 ULTIMATE CONSIGNEE/PROJECT DIRECTOR**

GM (Data & IT) NTC HQs, Islamabad

## **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: -
- Consistent failure to provide satisfactory performance.
  - Contractor becomes insolvent.
  - Existence of judicial decision against a contractor in respect of a corrupt or collusive practice.
  - Submission of false and spurious documents, making false statements and allegations to gain undue advantage.

- 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 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.
- 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.
- 16 INTEGRITY**
- 16.1 The Contractor hereby declares that it has not obtained or induced the procurement of this Contract or a right, interest, privilege or other obligation or benefit under this Contract from Government of Pakistan or any administrative subdivision or agency thereof or any other owned or controlled by it (GoP) through any corrupt business practice.
- 16.2 Without limiting the generality of the foregoing the Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of this Contract or a right, interest, privilege or other obligation or benefit under this Contract in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.
- 16.3 The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this Clause 16.
- 17 VARIATION ORDER**
- 17.1 NTC reserves the right to increase or decrease the number of employees during the course of contract. Such variation, shall be conveyed at the time of contract signing or anytime during the contractual period.

Annex-A: Bill of Quantity

Sr.	Human Resource Designation	UOM	QTY	Monthly Salary per Personnel	EOBI@5% Social Security@6% GLI@PKR 250/-	Bidder's Services Charges per Personnel/month	Unit Price per Month without Services Charges	Service Tax @ 15%	Unit Price per Month with Services Charges	Total Price per Month with Services Charges
			a	b	c=(b*5%+b*6%+250)	d	e=(b+c+d)	f= (e*15%)	g=(e+f)	h=(a*g)
A. Intranet / Project Division										
1	Network Technician	Personnel	2	42,000	4,870					
2	Junior Network Engineer	Personnel	5	45,000	5,200					
3	Network Engineer	Personnel	7	58,000	6,630					
4	Sr. Network Engineer	Personnel	5	82,000	9,270					
Sub Total (A.)										
B. Datacenter										
1	System Administrator	Personnel	2	102,000	11,470					
2	Database Administrator	Personnel	1	92,000	10,370					
3	Application Developer	Personnel	1	94,000	10,590					
4	Email Administrator	Personnel	1	100,000	11,250					
5	UI/UX developer	Personnel	1	94,000	10,590					
6	Junior Support Officer	Personnel	13	43,000	4,980					



**Outsourcing of Janitorial Services for NTC HQs G-5/2 Islamabad on Rate Running Contract Basis**



7	NOC Officer	Personnel	4	60,000	6,850					
8	Security Administrator	Personnel	1	94,000	10,590					
9	Power Technician	Personnel	2	52,000	5,970					
10	Data Center Network Administrator	Personnel	2	92,000	10,370					
11	Data Center Facility Engineer	Personnel	1	102,000	11,470					

**Sub Total (B.)**

**C. IT Department**

1	Billing Administrator, Billing Operations	Personnel	1	68,304	7,763					
2	Data Analyst & Telecom Revenue Assurance	Personnel	2	88,000	9,930					

**Sub Total (C.)**

**D. Subject Matter Experts**

1	Subject Matter Experts (SMEs)	Personnel	3	185,000	20,600					
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**Sub Total (D)**

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

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

**Note: NTC reserve the right to increase/decrease the number of technical resources throughout the duration of contract.**



### Annex-B: Employees' Eligibility Criteria

Sr. #	HR Designation	Qualification & Experience
<b>A. Intranet</b>		
1	<b>Network Technician</b>	<b>Qualification:</b> DAE in (Electrical / Electronics / Computer Technology) with IT/Software skills
2	<b>Junior Network Engineer</b>	<b>Qualification:</b> BE / BSc Engineering (Electrical / Electronics/Telecommunication/Computer) / BS in (Computer Science & related field) <b>Certification:</b> CCNA / HCNA or any networking related certification will be preferred.
3	<b>Network Engineer</b>	<b>Qualification:</b> BE / BSc Engineering (Electrical / Electronics/Telecommunication/Computer) OR BS in (Computer Science & related field) <b>Certification:</b> CCNA / HCNA or any networking related certification will be preferred. <b>Experience:</b> 01 x Year of Experience in relevant field.
4	<b>Sr. Network Engineer</b>	<b>Qualification:</b> BE / BSc Engineering (Electrical / Electronics/Telecommunication/Computer) OR BS in (Computer Science & related field) <b>Certification:</b> CCNA/ HCNA/ CCNP / HCNP or any networking Certification will be preferred <b>Experience:</b> 02-03 x Years of Experience in relevant field
<b>B. Data Center</b>		
1	<b>System Administrator</b>	<b>Qualification:</b> BE / BSc Engineering (Electronics/Telecommunication/Computer) OR BS in (Computer Science & related field) <b>Certification:</b> MCSA/MCSE/RHCSA/VCP Certification will be preferred. <b>Skills:</b> Having proficiency in Windows Server, Linux and Unix environments, disaster recovery and troubleshooting servers both physical and virtual, understanging of virtualization & Cloud technologies (VMWare, Hyper-V/Huawei Cloud/ AWS/ GCP/ Azure etc), DevOps, Kubernetes, Serverless etc. Having basic knowledge about website hosting, webserver configurations, web application deployment, SSL/TLS certificate management, server roles like DNS, DHCP, Active Directory, file servers & networking knowledge. <b>Experience:</b> 02-03 x Years of Experience in relevant field



Sr. #	HR Designation	Qualification & Experience
2	Database Administrator	<p><b>Qualification:</b> BE / BSc Engineering (Electronics/Telecommunication/Computer) OR BS in (Computer Science &amp; related field)</p> <p><b>Certification:</b> Having certificate of Oracle Certified Professional / SQL Server Database Administrator/ MySQL Database Administrator/ PostgreSQL Certification/ MongoDB or Equivalent will be preferred.</p> <p><b>Skills:</b> Having skills in backup &amp; Recovery, having experience with DB Replication, DB Clustering, DB HA techniques.</p> <p><b>Experience:</b> 02-03 x Years of Experience in relevant field</p>
3	Application Developer	<p><b>Qualification:</b> BE / BSc Engineering (Electronics/Telecommunication/Computer) OR BS in (Computer Science &amp; related field)</p> <p><b>Certification:</b> Relevant code development certification will be preferred</p> <p><b>Skills:</b> Having proficiency in popular programming languages such as Java, C#, Python, Javascript or PHP with knowledge of GitHub or GitLab</p> <p><b>Experience:</b> 02 x Years of Experience in relevant field</p>
4	Email Administrator	<p><b>Qualification:</b> BE / BSc Engineering (Electronics/Telecommunication/Computer) OR BS in (Computer Science &amp; related field)</p> <p><b>Certification:</b> Certification in MS Exchange, Zimbra any other Email Platform will be preferred.</p> <p><b>Skills:</b> Having proficiency in managing email servers such as Microsoft Exchange, Office 365, Google Workspace, Zimbra or other SMTP/IMAP Servers. Having knowledge of email security gateways, user management, backup &amp; Disaster recovery &amp; understanding and implementation of DNS records such as A record, MX record, SPF, DKIM, DMARC etc.</p> <p><b>Experience:</b> Having 02 x years of relevant experience.</p>
5	UI/UX Developer	<p><b>Qualification:</b> BE / BSc Engineering (Computer) OR BS in (Computer Science &amp; related field)</p> <p><b>Certification:</b> Having certifications/ short Courses in graphic designing, web designing or multimedia arts, Google UX Design, Adobe Certified Professional will be preferred.</p> <p><b>Skills:</b> Strong Knowledge of Design Principles, color theory, typography and layout. Having Intermediate level coding skills &amp; knowledge of front end frameworks like bootstrap is a plus.</p> <p><b>Experience:</b> Experience of 02 x years in relevant field is required.</p>

Sr. #	HR Designation	Qualification & Experience
6	Junior Support Officer	<b>Qualification:</b> BSc (14 x Years of education) in Science subjects OR DAE in Computer Technology/ Information Technology/ Telecommunication/ Electrical/ Electronics with IT / Software Skills.
7	NOC Officer	<b>Qualification:</b> BE / BSc Engineering (Electrical/Electronics/ Telecommunication/ Computer) OR BS in (Computer Science & related field) <b>Certification:</b> Certification of CCNA/CompTIA will be preferred. <b>Skills:</b> Having proficiency in using monitoring tools like Zabbix/ Nagios/ PRTG or other NOC-specific software for real time monitoring of systems, network and processes. <b>Experience:</b> 01 x Year relevant experience is required.
8	Security Administrator	<b>Qualification:</b> BE / BSc Engineering (Computer) OR BS in (Computer Science/ Cybersecurity & related field) <b>Certification:</b> Certification of CISSP/CEH/CISM/CompTIA CySA+/CCSP will be preferred. <b>Skills:</b> Strong understanding of Firewalls, VPNs, IPS/IDS and Network Security measures. Knowledge of Security Standards like ISO 27001, NIST and other compliance frameworks relevant to data center security. Skills in using SIEM and its tools like splunk/ IBM/ Qradar & Arcsight etc. Experience with Identity Access Management (IAM). Ability to perform Vulnerability assessments, manage patches and address security patches proactively. <b>Experience:</b> Experience of 2-3 years in relevant field is required.
9	Power technician	<b>Qualification:</b> DAE in Electrical / Power/ Electronics Technology. <b>Certification/ Short Courses:</b> Short Courses in Electrical Safety, Generator Operations, UPS & Power Distributions is a plus. <b>Skills:</b> Skills in diagnosis and repairing of electrical circuits, circuit breakers & other three-phase Power Systems. Experience with diesel, gas or alternative generators including routine maintenance and emergency repairs. Proficiency in reading and interpreting electrical blueprints, schematics and diagrams. Familiarity with electrical testing tools like Multimeters & other diagnostic equipment. understanding Electrical Safety Standards. <b>Experience:</b> Having 01 x Year of relevant experience in three-phase power system.



Sr. #	HR Designation	Qualification & Experience
10	Data Center Network Administrator	<p><b>Qualification:</b> BE / BSc Engineering (Electrical / Electronics/ Telecommunication/Computer) OR BS in (Computer Science &amp; related field)</p> <p><b>Certification:</b> CCNA/HCNA/CCNP / HCNP Certification will be preferred.</p> <p><b>Skills:</b> Proficiency in configuring switches, routers, firewalls, WAF, IPS/IDS, IPSec, VPNs &amp; ACLs. Understanding of LAN/WAN, Load Balancing, MPLS and VLANs. Familiarity with Network Monitoring and management tools like SolarWinds/ Nagios/ Zabbix / PRTG etc. Knowledge of all Network protocols such as TCP/IP, BGP, OSPF etc. Knowledge of Virtualization &amp; Cloud Technologies (VMWare, Hyper-V) and Cloud Networking Concepts.</p> <p><b>Experience:</b> 02-03 x Years of Experience in relevant field is required.</p>
11	Data Center Facility Engineer	<p><b>Qualification:</b> BE / BSc Engineering (Electrical / Electronics/ Telecommunication/Mechanical/Industrial/HVAC) OR BS in (Computer Science &amp; related field).</p> <p><b>Certification:</b> Certification of CDCP/CDFOM/NEBOSH or OSHA/PMP or PRINCE2/ UPS &amp; Power Management Certification will be preferred.</p> <p><b>Skills:</b> Knowledge of UPS, Generators, Power Distribution Units (PDUs) and Electrical Switchgear. Understanding of Cooling Technologies used in Data Centers such as Chillers and Air Flow Management. Familiarity with fire detection and suppression systems, such as VESDA (Very Early Smoke Detection Apparatus) and gas suppression systems. Proficiency in using Data Center Infrastructure Management (DCIM) tools to monitor and control facility conditions. Knowledge of access control, surveillance systems, and other physical security measures.</p> <p><b>Experience:</b> Experience of 2-3 Years is required in relevant field.</p>
<b>C. IT Department</b>		
1	Billing Administrator, Billing Operations	<p><b>Qualification:</b> BE / BSc Engineering (Computer / Software) OR BS in (Computer Science/ Management Information System (MIS) &amp; related field)</p> <p><b>Certification:</b> Certification in specific billing software such as SAP, Oracle &amp; Quickbooks or other ERP Software will be preferred.</p> <p><b>Skills:</b> Understanding of Accounting Principles, Financial Transactions and Invoicing Procedures. Accuracy in Data Entry, Maintaining Billing Records and Managing large Volumes of Financial Data. Analyzing billing data, identifying discrepancies, and generating reports for management.</p> <p><b>Experience:</b> 01 x Year Experience in relevant field is required.</p>

Sr. #	HR Designation	Qualification & Experience
2	Data Analyst & Telecom Revenue Assurance	<p><b>Qualification:</b> BS in Computer Science/ Information Technology/ Data Science/ Statistics/ Business Administration</p> <p><b>Certification:</b> Having certification such as Certified Analytics Professional (CAP)/ Data Analyst Associate (Power BI)/ Certified Revenue Assurance Professional (CRAP) will be preferred.</p> <p><b>Skills:</b> Proficiency in analyzing large datasets to identify trends, anomalies, and insights. Experience with data visualization tools (e.g., Power BI, Tableau, Excel). Understanding of revenue assurance concepts, including fraud detection, data reconciliation, and revenue leakage prevention in the telecom industry. Skills in statistical analysis methods and tools (e.g., R, Python) for data manipulation and modeling. Proficiency in SQL for querying and managing databases. Familiarity with database management systems like MySQL, PostgreSQL, or Oracle. Understanding of telecom billing systems and network elements.</p> <p><b>Experience:</b> 02 x Years relevant Experience is required.</p>
<b>D. Subject Matter Experts</b>		
1	Subject Matter Experts (SMEs)	<p><b>Position: Cloud / Platform Expert:</b></p> <p><b>Job Overview:</b> NTC is seeking a highly skilled and experienced Cloud Expert to join our dynamic team. The Cloud Expert will play a crucial role in designing and implementing cloud-based solutions to meet our organization's technological and business objectives. His expertise will be instrumental in developing robust, scalable and secure cloud infrastructures, ensuring seamless integration with NTC's existing systems and applications.</p> <p><b>Qualification:</b> BE / BSc Engineering (Electrical / Electronics/ Telecommunication/ Computer) OR BS in (Computer Science &amp; related field). Master's degree is a plus.</p> <p><b>Certification:</b> Cloud certifications such as AWS Certified Solutions Expert or Microsoft Certified Azure Solutions Expert will be preferred.</p> <p><b>Key Responsibilities:</b> Cloud Strategy and Planning, Cloud Infrastructure Design, Cloud Security and Compliance, Cloud Integration, Cloud Cost Optimization, Cloud Performance and Monitoring, Cloud Automation and DevOps, Cloud Governance and Documentation.</p> <p><b>Experience:</b> Proven 4 x years' experience as a Cloud / Platform Expert or a similar role within Hosting / Cloud / Platform Service Provider or vendor, with a track record of successfully designing and implementing cloud solutions.</p> <p><b>Skills:</b> In-depth knowledge of various cloud platforms (AWS, Azure, GCP etc) and cloud-native services. Strong understanding of containerization technologies like Docker and container orchestration platforms like Kubernetes. Hands-on experience with cloud security best practices and compliance standards. Proficiency in infrastructure as code (IaC) tools like Terraform or Cloud Formation. Excellent problem-solving and analytical</p>

		skills, with the ability to think strategically and innovatively. Strong communication and collaboration skills to work effectively with cross-functional teams.
Sr. #	HR Designation	Qualification & Experience
2	Subject Matter Experts (SMEs)	<p><b><u>Position: DevOps / Microservices Expert:</u></b></p> <p><b>Job Overview:</b> NTC is seeking a skilled and proactive DevOps Expert to join our dynamic team. As a DevOps Expert, you will play a crucial role in bridging the gap between development and operations, streamlining our software development and deployment processes, and ensuring the efficient and reliable delivery of applications. Your expertise will be instrumental in implementing automation, continuous integration and continuous delivery (CI/CD) pipelines, and optimizing our infrastructure for high performance and scalability.</p> <p><b>Responsibilities:</b> Continuous Integration and Continuous Delivery (CI/CD), Infrastructure Automation, Cloud Infrastructure Management, Collaboration and Communication, Security and Compliance, Incident Response and Troubleshooting, Performance Monitoring and Optimization.</p> <p><b>Qualification:</b> BE / BSc Engineering (Electrical / Electronics/Telecommunication/Computer) OR BS in (Computer Science &amp; related field). Master's degree is a plus.</p> <p><b>Experience:</b> Proven 4 x years' experience as a DevOps Expert or a similar role within Hosting / Cloud / Platform Service Provider or vendor, with hands-on experience in building and maintaining CI/CD pipelines and cloud infrastructure.</p> <p><b>Skills:</b> Proficiency in scripting languages such as Python, Shell, or PowerShell. Strong knowledge of version control systems like Git and automation tools like Jenkins or CircleCI. Familiarity with cloud platforms and services (AWS, Azure, GCP), containerization technologies (Docker), and container orchestration (Kubernetes). Experience with Infrastructure as Code (IaC) tools like Terraform or CloudFormation. Excellent problem-solving and analytical skills, with the ability to think critically and propose innovative solutions. Strong communication and collaboration skills to work effectively with cross-functional teams.</p>

Sr. #	HR Designation	Qualification & Experience
3	Subject Matter Experts (SMEs)	<p><b><u>Position: Software Developer</u></b></p> <p><b>Job Overview:</b> NTC is looking for a Software Developer to join our data center team, focusing on developing, maintaining, and optimizing software solutions that support our data center operations. The ideal candidate will work closely with network engineers, system administrators, and other IT professionals to design automation scripts, monitoring tools, and custom applications that enhance data center efficiency.</p> <p><b>Key Responsibilities:</b></p> <ol style="list-style-type: none"> <li>1. Develop software solutions to automate data center processes, including monitoring, data management, and operational workflows.</li> <li>2. Design and implement APIs and integration solutions between various data center systems.</li> <li>3. Collaborate with cross-functional teams to gather requirements, design solutions, and deploy software in a live data center environment.</li> <li>4. Troubleshoot, debug, and optimize software applications to ensure high performance and reliability.</li> <li>5. Maintain and enhance existing software applications and scripts used in data center operations.</li> <li>6. Ensure all software solutions adhere to security standards and best practices.</li> <li>7. Document software designs, configurations, and procedures.</li> </ol> <p><b>Qualification:</b> BE / BSc Engineering (Computer) OR BS in (Computer Science &amp; related field). MS in relevant field will be preferred.</p> <p><b>Certification:</b> Relevant certifications such as AWS Certified Developer, Microsoft Azure Developer, or similar are advantageous.</p> <p><b>Experience:</b></p> <ol style="list-style-type: none"> <li>1. 04 x years of experience in software development, preferably within a data center, cloud environment, or infrastructure-related role.</li> <li>2. Proven experience with software development lifecycle (SDLC) methodologies, including Agile.</li> <li>3. Experience with automation tools and frameworks commonly used in data centers.</li> </ol> <p><b><u>Skills:</u></b> Proficiency in Programming Languages, Scripting and Automation, API Development, Version Control, Database Knowledge, Cloud Platform, Monitoring Tools &amp; DevOps Practices.</p>

Sr. #	HR Designation	Qualification & Experience
4	Subject Matter Experts (SMEs)	<p><b><u>Position: Data Center Infrastructure Expert</u></b></p> <p><b>Job Overview:</b> NTC is looking for a highly skilled Data Center Infrastructure Expert with proven expertise in data center design. The successful candidate will be responsible for planning, designing, and overseeing the construction and optimization of data center infrastructure. The role requires an in-depth understanding of data center architecture, including power, cooling, network cabling, and space optimization, to ensure the facility meets operational needs and industry standards for efficiency, scalability, and reliability.</p> <p><b>Key Responsibilities:</b></p> <ol style="list-style-type: none"> <li>1. Design and architect data center infrastructure based on organizational needs, focusing on scalability, efficiency, and resilience.</li> <li>2. Plan and implement power distribution, cooling systems, and network cabling infrastructure, ensuring adherence to industry best practices and Tier standards.</li> <li>3. Develop detailed design blueprints for data center layouts, including rack space allocation, cabling pathways, HVAC, and electrical systems.</li> <li>4. Conduct site assessments and feasibility studies to optimize location, space, and resource allocation.</li> <li>5. Manage the installation and integration of electrical and cooling systems, including UPS, PDU, generators, CRAC, and fire suppression systems.</li> <li>6. Collaborate with construction teams, contractors, and stakeholders to ensure designs are implemented effectively and on time.</li> <li>7. Use Data Center Infrastructure Management (DCIM) tools to monitor the data center environment and provide feedback for design improvements.</li> <li>8. Ensure that designs support future expansion, high availability, energy efficiency, and sustainable infrastructure.</li> </ol> <p><b>Qualifications:</b> BE / BSc Engineering (Electrical, Mechanical, Computer) OR BS in (Computer Science &amp; related field). MS in relevant field will be preferred.</p> <p><b>Certifications:</b> Certified Data Center Design Professional (CDCDP)/Certifications in data center power and cooling systems (e.g., APC, Schneider Electric, Emerson Network Power) etc.</p> <p><b>Experience:</b> 4 x Years of experience in designing and implementing data center infrastructure, including power, cooling, cabling, and space planning.</p> <p><b>Technical Skills:</b> Expertise in data center power systems, Cooling system design expertise, Structured cabling design, Proficiency with Data Center Infrastructure Management (DCIM) tools, disaster recovery and business continuity , problem-solving and analytical skills, communication and interpersonal skills, project management, precise design specifications.</p>

### Annex-C: Responsibility Matrix

No	SUBJECT	Contractor	NTC
<b>1</b>	<b>Provision of Employees</b>		
1.1	Hiring of Employees for work	√	
1.2	Verify the Technical and HR Interview		√
1.3	Staff Administration at NTC premises		√
1.4	Office/work equipment and infrastructure at NTC Premises		√
1.5	Overall administrative control of Outsourced Employees	√	
<b>2</b>	<b>Payments</b>		
2.1	Payment of Outsourced Employee's Salary, Overtime, Benefits, Allowances, Conveyance, Post- Employment Benefits	√	
2.2	Medical, Life Insurance etc. as per Law for Outsourced employees working during the validity period of contract	√	
2.3	Verification of services and invoice for payment		√
<b>3</b>	<b>Human Resource Management</b>		
3.1	Provision of RFID Attendance System		√
3.2	Employees Duty Roster	√	√
3.3	Maintenance of Attendance	√	
3.4	Verification of Attendance record		√
3.5	Availability of outsourced staff at NTC	√	
3.6	Handle all HR, Labour, Administration and legal issues of staff	√	
3.7	Verification of Appraisal		√
3.8	Security clearance from concern agencies and sharing info with PD/NTC HR	√	

### Annex-D: Commercial Compliance Statement

Clause. #	Description	Complied	Not Complied	Partially complied
1	General			
2	Eligibility Conditions of Bidders			
3	Cost of Tendering			
4	Clarifications of Tender Documents			
5	Amendment of Tender Documents			
6	Preparation of Bid			
7	Language of Bid Documents			
8	Price			
9	Tender Security/Earnest Money			
10	Validity of Bids			
11	Deadline for Submission of Bid			
12	Modification & Withdrawal of Bid			
13	Opening of Bid			
14	Responsiveness of Bids			
15	Evaluation Criterion			
16	Clarifications / Corrections of Bid			
17	Commercial Compliance Statement			
18	Award Criteria & NTC's Right			
19	Notification of Award of Work & Singing of Contract Agreement			
	<b>Contract Conditions</b>			
1	Performance Security			
2	Contractor's Responsibilities			
3	NTC's Responsibilities			
4	Duration of Contract			
5	Liquidity Damages			
6	Acceptance Certificate			
7	Terms of Payment			
8	Contractor's Negligence			
9	Default by contractor			
10	Arbitration & Applicable Law			
11	Force Majeure			
12	Termination for Insolvency			
13	Termination for Convenience			
14	Project Director			
15	Debarment/Blacklisting of Firm			
16	Integrity			
17	Variation Order			



### Annex-E: Bid Security Format

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

To,

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

Dear Sir,

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

#### WE HEREBY AGREE AND UNDERTAKE:

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

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

Yours faithfully,

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





### Annex-F: Performance Bond Format

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

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

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

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

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

#### WE HEREBY AGREE:

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

Dated This Day of

Authorized Signature:

& Seal of bank

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

Sworn & Sign before me  
this day of.... ..  
by. \_\_\_\_\_



# FINAL EVALUATION REPORT

## (As per Rule 35 of PP Rules, 2004)


1. Name of Procuring Agency: National Telecommunication Corporation
2. Method of Procurement: Open Competitive Bidding
3. Title of Procurement: Hiring of Managed Services for Provisioning of Technical Assistance to NTC Data & IT Customers on Rate Running Contract Basis
4. Tender Inquiry No.: HQ/ADV-04(b)/2024-25
5. PPRA Ref. No. (TSE): TS549097E
6. Date & Time of Bid Closing: 22-10-2024 @ 1100 Hrs
7. Date & Time of Bid Opening: 22-10-2024 @ 1130 Hrs
8. No of Bids Received: Two (02)
9. Criteria of Bid Evaluation: Clause 16 of Section-I of RFT
10. Details of Bid(s) Evaluation:

Name of Bidder	Marks		Evaluated Cost	Rule/Regulation/SBD*/Policy/ Basis of Rejection/ Acceptance as per Rule 35 of PP Rules, 2004
	Technical (if applicable)	Financial (if applicable)		
M/s HR Business Solutions	100%	N/A	PKR 68,668,082/-	Technically Qualified, Financially Lowest
M/s NDS Technologies	76%	N/A	PKR 77,800,605/-	Technically Qualified, Financially 2 <sup>nd</sup> Lowest

11. Most Advantageous Bidder: M/s HR Business Solutions Private Limited

  
Hassan Mahmood

Asst. Divisional Engineer (Procurement), NTC

  
Kashif Nawaz

Director (Procurement), NTC

# CONTRACT

BETWEEN

NATIONAL TELECOMMUNICATION  
CORPORATION

AND

M/s HR Business Solutions (Pvt) Ltd

FOR

Tender Notice # HQ/ADV-04(b)/2024-25

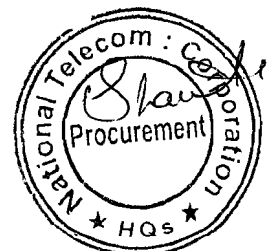
Hiring of Managed Services for  
Provisioning of Technical Assistance to  
NTC Data & IT Customers on Rate Running  
Contract Basis

Contract Agreement No: HQ/24-25/Managed HR/HRBS

Dated:

07th February, 2025

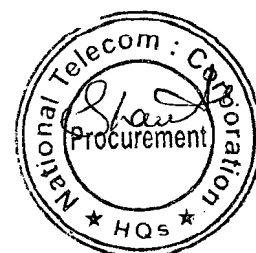
*Man Singh*

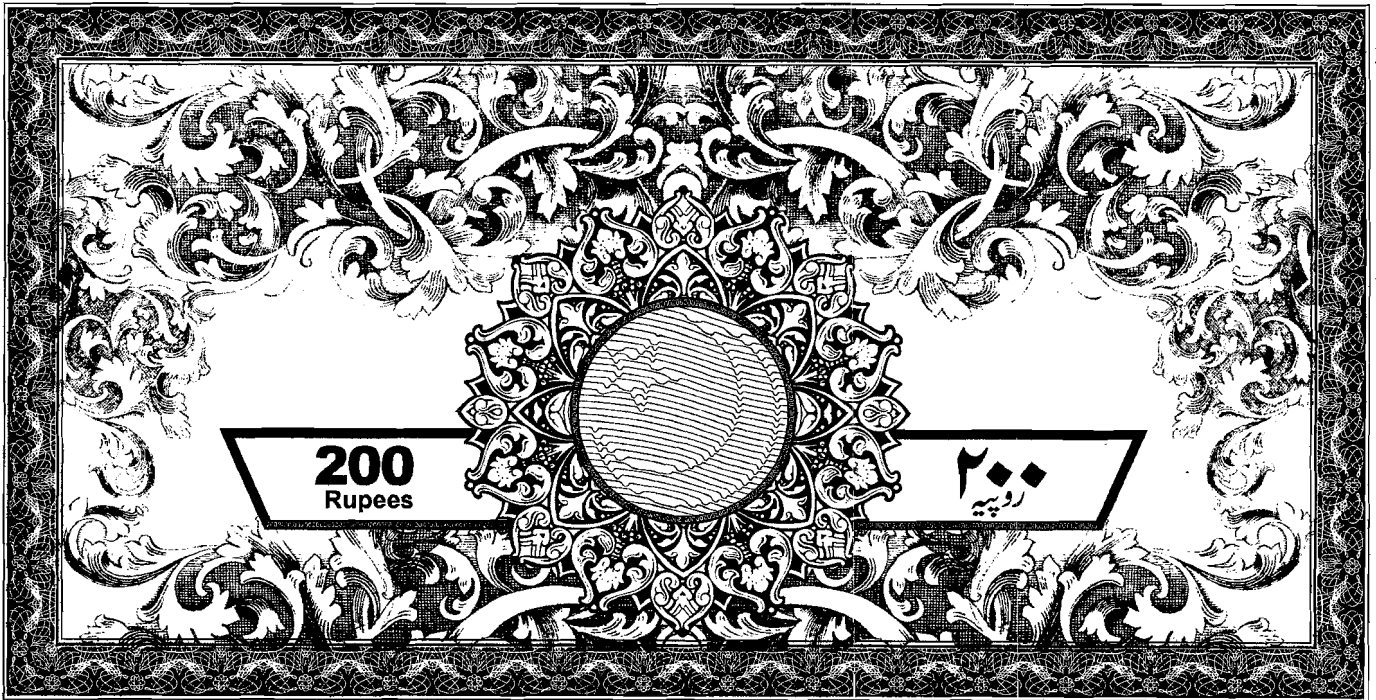


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*Shaw Sig*





## FRAME CONTRACT AGREEMENT

: HQ/24-25/Managed HR/HRBS

THIS FRAME CONTRACT AGREEMENT is made at Islamabad on this 07<sup>th</sup> day of February, 2025 by and between **NATIONAL TELECOMMUNICATION CORPORATION, Headquarters, G-5/2, Islamabad (PAKISTAN)** (hereinafter called "NTC") of the one part,

**AND**

**M/s HR Business Solutions Pvt Ltd**, House No. 08, Lane 6, Sector H, DHA-II, Islamabad. Cell: 0332-5359287 (hereinafter called "CONTRACTOR") Of the Other part.

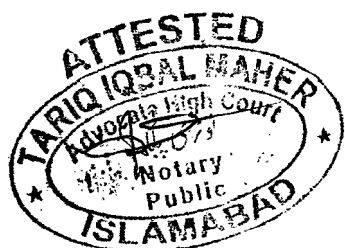
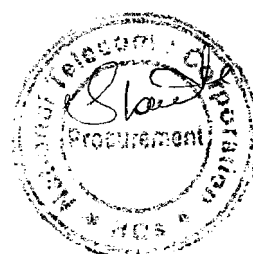
WHEREAS, NTC desires to Hire Managed Services for Provisioning of Technical Assistance to NTC Data & IT Customers (hereinafter called "services") to be rendered on Rate Running Contract Agreement basis through the contractor

AND WHEREAS, the contractor has made their offer No. Nil dated 22-10-2024 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 oblige to NTC as defined herein and as described in the Annex "A" attached hereto, under the terms and conditions set forth herein.

NTC accepted the offer of the contractor for provision of services as per Annex-A on rate running contract agreement basis for a period of one year. The total contract value is **PKR. 65,945,853/- (Pak Rupees Sixty-Five Million Nine Hundred Forty-Five Thousand Eight Hundred and Fifty-Three Only) inclusive of Tax** at monthly rate of **PKR. 5,495,488/- (Pak Rupees Five Million Four Hundred Ninety-Five Thousand Four Hundred and Eighty-Eight Only inclusive of Tax).**

NOW THEREFORE, this contract also witness in consideration of the terms and conditions contained herein, and the contractor shall provide services as defined in the Scope of Work in accordance with the time schedule of this contract, and hereby agreed as follows:

*[Signature]*

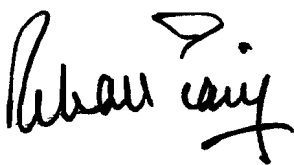
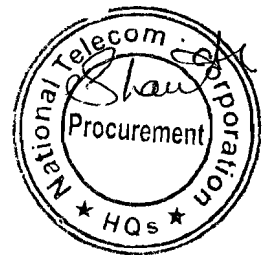


## 1 DEFINITIONS

IN THIS CONTRACT, THE FOLLOWING TERMS SHALL HAVE THE MEANING ASCRIBED THERETO BELOW:

- 1.1 **"Contract Agreement"** means this contract between NTC and Contractor, and together with any Annexes attached and any valid amendment, any supplementary agreements and succeeding amendments thereto, form an integral part of this Frame Contract Agreement;
- 1.2 **"Contractor"** is defined in the preamble;
- 1.3 **"Scope of Work" or "SOW"** means the scope of work as described in the Contract;
- 1.4 **"Bill of Quantities" or "BOQ"** means the bill of quantities specified (but not limited to) in (Annex-A) attached to the contract;
- 1.5 **"Contract Period"** shall mean validity period of this contract, commencing from the Effective Date of Contract, and continuing until all the rights and obligations of both Parties have been performed as per (Annex-A);
- 1.6 **"Effective Date of Contract"** means the date on which this contract comes into effect, which shall be January 1, 2025, irrespective of the date of signing;
- 1.7 **"Acceptance Certificate" or "AC"**, means an Acceptance Certificate issued upon satisfactory monthly performance of the contractor after obliging contractor's responsibilities accepted by NTC;
- 1.8 **"Contractor's Personnel"** means the persons employed by the contractor to render services to/for NTC;
- 1.9 **"Unit Price"** means the unit price as stated in the BOQ;
- 1.10 **"PKR" or "Pak Rupees"** shall mean the lawful currency of the Islamic Republic of Pakistan;
- 1.11 **"Year", "Month", "Week" and "Day"** are respectively the Gregorian calendar year, month, week and day.

Words importing the singular only also include the plural and vice versa where the context requires. Any terms not defined herein shall be given the same meaning as in the Contract.



## 2 SCOPE OF WORK

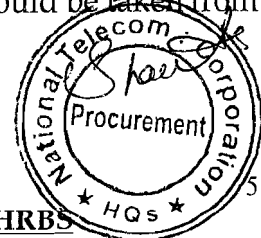
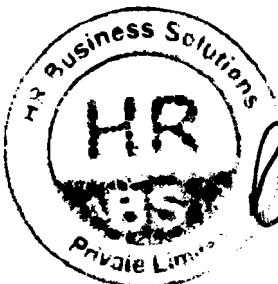
2.1 NTC intends to outsource 24/7 technical support and monitoring services for its Data Center NOC, Intranet NOC, IT Billing operations, and Data & IT customer support services, as Managed Service. The members of outsourced technical team will work alongside NTC's existing staff to ensure continuous monitoring, high availability, and effective management of Data & IT infrastructure besides any other IT related tasks assigned to them from time to time by their reporting NTC POC. Key responsibilities include the following:

- a. Managing Data Center/Network operations
- b. Managing & troubleshooting intranet network
- c. Providing comprehensive customer support.
- d. Subject Matter Experts Services

This initiative aims to enhance service reliability, reduce downtime, and improve operational efficiency by integrating additional expertise and Technical resources. The contractor needs to provide services as per **Bill of Quantity (Annex-A), Employees' Eligibility Criteria (Annex-B) and Responsibility Matrix (Annex-C).**

### 2.2 General Instructions

- a) The contractor shall provide technical resources for managed services based on the approved pay packages, the specified number of required resources, and the necessary qualifications.
- b) Technical resources will perform duties in the premises of NTC as per the duty rosters managed by NTC. Duties will be performed 24/7 in three shifts (where required).
- c) Technical resources will provide customer support till the resolution of issue and satisfaction of customer.
- d) The security clearance of hired staff from police/concern security agencies as suggested by NTC PD shall be the responsibility of the contractor.
- e) The entire financial liability in respect of the technical resource(s) deployed shall be that upon the contractor and NTC will in no way be liable.
- f) The contractor shall be solely responsible for redressal of grievances or resolution of disputes relating to the deployed technical resource(s).
- g) NTC shall not be responsible for any financial loss or any injury to the deployed technical resource(s) during the course of their performing the functions/duties, or for payment towards any compensation.
- h) The deployed technical resource shall not claim nor shall be entitled to pay, perks and other facilities admissible to NTC employees or absorption during the currency or after expiry of the Agreement. Undertaking from the technical resource person to would be taken from the contractor.







**Hiring of Managed Services for Provisioning of Technical Assistance to NTC  
Data & IT Customers on Rate Running Contract Basis**



- i) The scope of services will be at the sole discretion of NTC and may vary within the main objective of this tender document, subject to changes in operational needs and service requirements.
- j) Project Director will intimate (after obtaining internal approval, if required) to the contractor for acquisition of services of any Technical Resource 'or' discontinuation of service of any resource(s).

**3 PRICES**

- 3.1 All unit prices set forth in Annex "A" (BOQ) are firm and final and no variation whatsoever shall be acceptable to NTC. All the prices in Pak Rupees, inclusive of all taxes, duties, fees or any other charges/taxes till the date of submission of the quotation /bid by the contractor.
- 3.2 Moreover, any other services /sales taxes if levied by the Federal Government of Pakistan and / or Provincial Governments in Pakistan during delivery & execution of Contract will be paid by NTC.

**4 CONTRACT DURATION**

The contract shall remain in force for a period of one (01) year from effective date of contract i.e. **January 01,2025**. The contractor shall provide monthly services as defined in scope of work on regular basis throughout the duration of the contract. The contract shall be extendable as per mutual agreement of both parties and prevailing PPRA Rules at the time of extension.

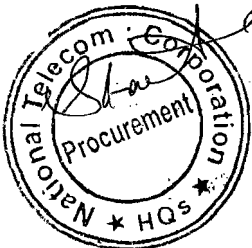
**5 PERFORMANCE SECURITY**

- 5.1 The contractor shall furnish to NTC a performance security equivalent to 10% of total contract value in the shape of pay Order or CDR or bank guarantee valid for a period of **13 months** after signing of frame agreement.
- 5.2 The performance security will be released after successful completion of contract period.
- 5.3 Failure of the successful bidder/contractor to furnish performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security.
- 5.4 All the correspondence regarding release of performance guarantee shall be made with Director (Procurement) NTC HQ.

**6 CONTRACTOR'S RESPONSIBILITIES**

The contractor shall be responsible for provision of services as per following:

- 6.1 The contractor shall provide services as described in scope of work defined above.
- 6.2 The contractor will submit the case for hiring "**Subject Matter Experts**" to NTC. NTC will constitute a selection committee including Concerned Director, GM (Admin & HR) NTC and headed by GM (Data & IT) and forward their



**Frame Contract Agreement No: HQ/24-25/Managed HR/HRBS**



- recommendations to the MD NTC for approval of the most suitable SME(s). NTC's approved SME(s) will be hired by contractor.
- 6.3 Similarly, contractor will submit case for hiring of staff (other than SMEs). NTC selection committee comprising of concerned DE, Dir/DD HR, headed by concerned Director will forward recommendations to GM (Data & IT) for approval, under contract provisions.
- 6.4 The contractor shall ensure that salary defined for personnel in **Annex-A Bill of Quantity, column "b"** is paid to each personnel / employee.
- 6.5 The contractor shall ensure release of salaries to personnel/employees before 5<sup>th</sup> of each month through salary credit mechanism. Timely provision of Annex-C or other desired documents that will be required by NTC to process payment in favor of contractor shall be the responsibility of contractor. LD shall be imposed on the contractor if disbursement of salaries is delayed beyond 5<sup>th</sup> of each month.
- 6.6 The contractor shall ensure to register all the personnel/employees under this contract with relevant welfare bodies i.e. EOBI, Social Security, Group Life Insurance etc and will make monthly payments as per prevailing law of the Govt. or as prescribed in Annex-A.
- 6.7 The contractor shall ensure deduction of income tax of employees under this contract as per prevailing law and Govt. and provide tax deduction certificate to the personnel/employees.
- 6.8 The contractor is required to issue ID cards to all employees to ensures that each individual working for NTC is easily identifiable, Accessible via cell phone, facilitate better access control and help in monitoring employee attendance and activities.
- 6.9 The contractor shall establish Office/Point of Presence in Islamabad for coordination regarding efficient resource deployment at NTC.
- 6.10 The contractor shall not link payment of the employees with NTC's payment and pay salaries of the employees as per clause 6.5.

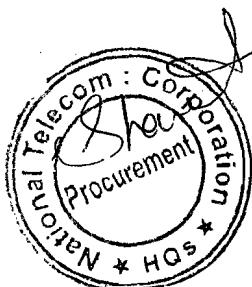
## **7 NTC'S RESPONSIBILITIES**

- 7.1 Director (HR) NTC shall be responsible for day to day coordination for successful execution of this contract.
- 7.2 Director HR and Ultimate Consignee shall ensure performance and attendance of the outsourced employees.
- 7.3 Ultimate Consignee shall share on monthly basis, cadre wise number of outsourced employees detail including attendance, performance of The contractor with Director HR NTC HQs.

## **8 ACCEPTANCE CERTIFICATE**

Director HR NTC shall issue an acceptance certificate in favor of contractor at the end of each month subject to satisfactory performance of the contractor for the respective month after acquiring performance report from the Ultimate Consignee and ensuring contractor's responsibilities as per contract.

## **9 LIQUIDATED DAMAGES**



**Frame Contract Agreement No: HQ/24-25/Managed HR/HRBS**



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

- a) Deduction of applicable per day payment in case of non-provision of services.
- b) 2.5% of total monthly payment per week up to maximum of 10% of total monthly payment in case of non-provision of quality/standard services.
- c) Deduction of per day applicable payment against individual, in case of unauthorized absence of on working days.

## **10 TERMS OF PAYMENT**

Payment of contract price shall be made in the following manners.

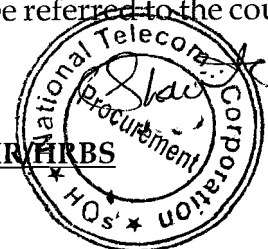
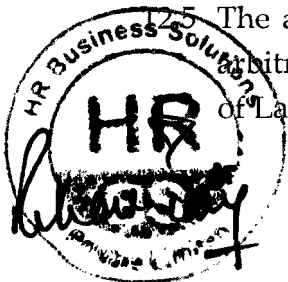
- 10.1 **100% payment** will be made by Finance Wing NTC HQ through Director HR NTC HQ after issuance of Acceptance Certificate. The bidder will submit the invoice in triplicate to Director HR NTC HQ.
- 10.2 The payment of EOBI, Social Security and Group Life Insurance to the contractor shall be paid on as per actual subscription rates as per prevailing law of the Government.
- 10.3 NTC shall do payment against employed resources on as-per-actual basis.
- 10.4 All the payments shall be made through cross cheque in the Pak Rupees.
- 10.5 Taxes will be deducted as per government rules at the time of payment.

## **11 DEFAULT BY CONTRACTOR**

- 11.1 If the contractor fails to provide services, refuses or fails to comply with a valid instruction of the NTC, the NTC may give notice stating the default.
- 11.2 If the contractor has not taken all practicable steps to remedy the default within 14 days after receipt of NTC notice, the NTC may by a second notice cancel the contract and confiscate the performance security.

## **12 ARBITRATION AND APPLICABLE LAW**

- 12.1 The contract will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.
- 12.2 NTC and the contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 12.3 Any dispute, disagreement or question arising out of or relating to or in consequence of this contract or relating to its execution or performance which cannot be settled amicably, shall be referred to arbitration to Chairman/MD NTC. Only Chairman/MD NTC will have sole authority in arbitration to decide. All the decisions will be made in view of Arbitration Act 1940.
- 12.4 Within 30 days of the said notice, one arbitrator shall be nominated in writing by NTC and one arbitrator shall be nominated in writing by the contractor.
- 12.5 The arbitration shall initiate arbitration proceedings at Islamabad. In case the arbitration does not reach on conclusion, then case would be referred to the court of Law.



- 12.6 Each party shall bear the cost of its own arbitrator and the cost of the third arbitrator shall be borne equally by both parties.
- 12.7 This Agreement shall be governed under Pakistani law and the Courts at Islamabad shall have exclusive jurisdiction over any matter that may need to be referred to a Court under this Agreement.

### 13 FORCE MAJEURE

- 13.1 The contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 13.2 If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure.
- 13.3 The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Pakistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other cause similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome.
- 13.4 The term of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding 12 (twelve) months from performing or accepting performance, the party concerned shall have the right to terminate this contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement

13.5 If a Force Majeure situation arises, the Contractor shall promptly notify NTC in writing of such conditions and the cause thereof. Unless otherwise directed by

NTC in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

#### **14 TERMINATION FOR INSOLVENCY**

The NTC may at any time terminate the contract by giving written notice to the contractor, without any compensation to contractor. If the contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to action to the NTC. In such case, the left over work shall be completed at the risk and cost of contractor.

#### **15 TERMINATION FOR CONVENIENCE**

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

#### **16 PROJECT DIRECTOR**

**Director (HR) NTC HQs, Islamabad.**

#### **17 ULTIMATE CONSIGNNE**

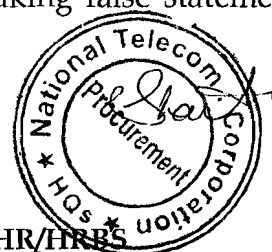
**GM (Data & IT) NTC HQs, Islamabad.**

#### **18 AMENDMENTS IN CONTRACT**

- 18.1 No variation in or modification of the terms of the Contract shall be made except by written amendments signed by the parties.
- 18.2 NTC may at any time but at least thirty (30) days prior to the delivery of the services, intimate by official email and followed by a written letter given to the Contractor, change within the general scope of the Contract.

#### **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: -
- Consistent failure to provide satisfactory performance.
  - Contractor becomes insolvent.
  - Existence of judicial decision against a contractor in respect of a corrupt or collusive practice.
  - Submission of false and spurious documents, making false statements and allegations to gain undue advantage.
  - Commission of fraud.
  - Contractor abandons the contract.



- 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 PRIORITY OF DOCUMENTS

Unless there is anything repugnant in this contract, various documents shall have priority as under

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

## 21 INTEGRITY

21.1 The Contractor hereby declares that it has not obtained or induced the procurement of this Contract or a right, interest, privilege or other obligation or benefit under this Contract from Government of Pakistan or any administrative subdivision or agency thereof or any other owned or controlled by it (GoP) through any corrupt business practice.

21.2 Without limiting the generality of the foregoing the Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, any commission, gratification, bribe, finder's fee etc.

or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of this Contract or a right, interest, privilege or other obligation or benefit under this Contract in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

- 21.3 The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this Clause.

## **22 CONFIDENTIALITY**

- 22.1 Each party shall not, during the term thereof or after the termination of this Contract, disclose any information gained by it in connection with the performance of this Contract, to any third party without the consent of the other party, unless disclosure of such information is required by any law, regulation, authority, court and/or such information has entered the public domain other than by breach of this Contract ("Confidential Information").
- 22.2 Each party hereby agrees to use all reasonable efforts to take such action(s) as may be appropriate to prevent the unauthorized use and disclosure of, and to keep confidential such Confidential Information, including, without limitation:
- Ensuring that such Confidential Information is disclosed only to responsible employees on a need-to-know basis and who have first been properly instructed to maintain such Confidential Information in confidence; and
  - Not disclosing to any party the existence of this Contract, the terms and conditions of this Contract or any Confidential Information.
- 22.3 If the recipient of the Confidential Information has to disclose such information as compelled by legal, judicial or administrative proceedings, the recipient shall give the disclosing party reasonable prior notice before the disclosure and cooperate with the disclosing party to enable the disclosing party to seek a protective order or other relief to prevent or limit disclosure of such Confidential Information.
- 22.4 The Parties agree that, notwithstanding expiration or termination of this Contract for any reason whatsoever, the provisions relating to Confidential Information shall survive the expiration or termination of this Contract and shall be continuing obligations unless the Parties agree to discontinue its effect.

## **23 NOTICES**

- 23.1 Purchaser's address

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

- 23.2 Contractor's address

**M/s HR Business Solutions Pvt Ltd**





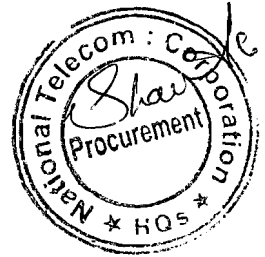
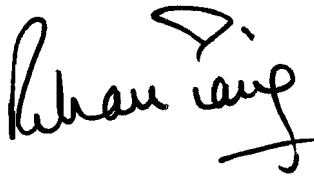
House No. 08, Lane 06, Sector-H,  
DHA-II, Islamabad.

**24 LANGUAGE**

The official language of this Contract shall be English Language.

**25 VARIATION ORDER**

NTC reserves the right to place variation order (increase or decrease in the BOQ quantities) during the validity of the Contract as per NTC requirement.





**Hiring of Managed Services for Provisioning of Technical Assistance to NTC  
Data & IT Customers on Rate Running Contract Basis**



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:

26 SIGNATURES:

FOR AND ON BEHALF OF  
M/s HR Business Solution (Pvt) Ltd



*Rehan Tariq*  
Rehan Tariq  
Director & CEO

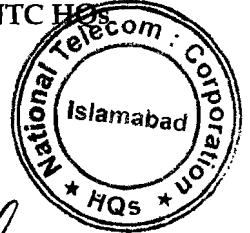
FOR AND ON BEHALF OF  
NATIONAL TELECOMMUNICATION  
CORPORATION

*Onali*

SYED BASHART SHAH  
Director (Human Resource) NTC HQs

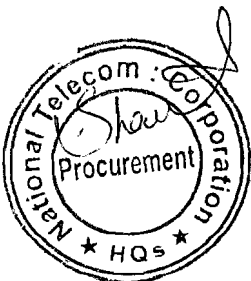
Witness

*Amber Ahmad*  
AMBER AHMAD  
Finance Manager



*Amir Shamsheer*

AMER SHAMSHER  
Director (Data Center) NTC HQ



**Frame Contract Agreement No: HQ/24-25/Managed HR/HRBS**