

**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 Autonomous Body
- TITLE OF CONTRACT Supply of Aggregation Switches Spares  
to NTC on DDP Site Basis
- TENDER NUMBER **HQ/ADV-07(d)/2024-25**
- BRIEF DESCRIPTION OF CONTRACT Supply of Aggregation Switches Spares  
to NTC on DDP Site Basis
- TENDER VALUE **PKR 10,527,825/-**
- ENGINEER'S ESTIMATE N/A  
(for civil Works only)
- ESTIMATED COMPLETION PERIOD **16 x weeks** from the Date of Signing of  
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) TS553577E dated: 22-12-2024
  - (ii) News Papers The News (22-12-2024) and  
Express (23-12-2024)

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

**15<sup>th</sup> January, 2025 @ 1130 Hrs**

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

- NUMBER OF TENDER DOCUMENTS SOLD **Forty-Two (42) Downloads**  
(Attach list of Buyers)
- 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 **One (01)**
- 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                    **One (01)**
  
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER   **M/s DWP**  
**Technologies (Pvt) Ltd**, Apex Business Center, 2<sup>nd</sup> Floor, Golra Road,  
Islamabad.
  
- 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 DWP Technologies                    1<sup>st</sup>**

NEED ANALYSIS (Why the procurement was necessary?) **Spares required for smooth operations**

- 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**
  
- DATE OF CONTRACT SIGNING **06<sup>th</sup> March, 2025** (Attached copies of agreement)
  
- CONTRACT AWARD PRICE            **PKR 10,527,825/-**
  
- 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                           | <b><u>No</u></b> |
| ➤ DEVIATION FROM QUALIFICATION CRITERIA                  | <b><u>No</u></b> |
| ➤ SPECIAL CONDITIONS, IF Any<br>(Give Brief Description) |                  |

**No Special Conditions**

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

# 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: Procurement of Spares for Intranet Core Router & Aggregation Switches
4. Tender Inquiry No.: HQ/ADV-07(d)/2024-25
5. PPRA Ref. No. (TSE): TS553577E
6. Date & Time of Bid Closing: 15-01-2025 @ 1100 Hrs
7. Date & Time of Bid Opening: 15-01-2025 @ 1130 Hrs
8. No of Bids Received: One (01)
9. Criteria of Bid Evaluation: Clause 15 of Section-I of RFT
10. Details of Bid(s) Evaluation:

Name of Bidder	Marks		Evaluated Cost (PKR)	Rule/Regulation/SBD*/Policy/ Basis of Rejection/ Acceptance as per Rule 35 of PP Rules, 2004
	Technical (if applicable)	Financial (if applicable)		
M/s DWP Technologies	N/A	N/A	10,527,825/-	Technically Qualified, Financially <b>Lowest</b>

11. Most Advantageous Bidder: M/s DWP Technologies



Shaukat Ali

Divisional Engineer (Procurement), NTC



Kashif Nawaz

Director (Procurement), NTC



**NATIONAL TELECOMMUNICATION CORPORATION**

**HEADQUARTERS G-5/2 ISLAMABAD**

**e-Bidding documents**

**FOR**

**Procurement of Spares for Intranet Core Router & Aggregation  
Switches**

Through

[www.eprocure.gov.pk](http://www.eprocure.gov.pk)

**e-Tender Notice # HQ/ADV-07/2024-25**

**Tender No. 07 (d)**



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## SECTION-I

**INSTRUCTIONS TO THE BIDDERS****1 INVITATION TO e-BIDS****Tender Notice No. HQ/ADV-07/ 2024-25**

National Telecommunication Corporation (NTC), invites electronic bids from the reputable firms, registered with Income Tax and Sales Tax Department having relevant experience for supply of following goods and services:

Tender No.	Description of Service	Last Date & Time of Bid Submission	Bid Opening Date & Time
07(d)	Procurement of Spares for Intranet Core Router & Aggregation Switches	15-01-2025 @ 11:00 Hrs.	15-01-2025 @ 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 INTRODUCTION

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

## 3 SCOPE OF WORK

The objective of this Request for Proposal (RFP) is to solicit bids from qualified bidders for supply spares for **Huawei Aggregation Switches** as described in Bill of Quantity (Annex-A).

## 4 QUALIFICATION CRITERION OF BIDDERS

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

- 4.1 The bidder must be registered with FBR and the status of firm for Income Tax must be "active" and for Sales Tax as "operative".
- 4.2 The bidder must have relevant experience of supplying such items.
- 4.3 Original Equipment Manufacturer (OEM) or OEM authorized distributor / Partner or reseller authorized by OEM distributor / Partner are eligible to the bid.
- 4.4 The bidder must provide undertaking on at-least PKR 200/- Judicial Paper that:
  - a) The firm is not black listed from any government organization.
  - b) The firm is not involved in litigation with any Government Organization.
  - c) The firm does not have any linkage with India and/or Israel regarding ownership, sponsoring etc.
- 4.5 The bidder must fully comply to the tender clauses as per **Annex-B**.

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

## 5 COST OF TENDERING

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

## 6 CLARIFICATIONS OF TENDER DOCUMENTS

- 6.1 A prospective bidder requiring any clarification(s) regarding technical and commercial aspects of the tender document may notify to NTC on EPADS

platform only, however, in case of further clarification/understanding are required, the bidder may contact following NTC Officers:

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

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

## 7 AMENDMENT OF TENDER DOCUMENTS

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

## 8 PREPARATION OF BID

- 8.1 Bid should be prepared in accordance with "Single Stage-Single Envelope" procedure.
- The envelope shall clearly mention the name of bidder & necessary information in bold & legible letters to avoid any confusion.
  - Bid documents and all correspondence will be in English language.
  - The bid should have a covering letter on 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. In addition, all the pages of the submitted bid must be numbered. Complete bid shall be scanned and uploaded on EPADS.
- 8.2 Following documents shall be submitted with the proposal:
- Duly filled Bill of Quantity as per **Annex-A**.
  - Duly filled commercial compliance statement as per **Annex-B**.
  - Valid Tender security.
  - Documentary evidence and Certificates as per Qualification Criteria.
  - Company Profile

**NOTE:** *Every participant bidder shall submit all above mentioned documents and samples. Non-submission of any of above documents or samples at the time of bid opening will lead to declaration of bidder as non-responsive & non-consideration for further evaluation.*

## 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 written/typed without any ambiguity. Any overwriting will lead to cancellation of bid at the time of opening.
- 9.3 The quoted price should include all the applicable government taxes, custom duties, in-land transportation, & any other applicable charges.
- 9.4 It is mandatory that the rates / prices shall be entered against each item in the Bill of Quantity (BOQ) at Annex-A.
- 9.5 The bidder shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.
- 9.6 Price of any or all items quoted in a currency other than PKR shall be converted into PKR and for calculation purpose conversion rate (i.e. selling) prevailing on the date of tender opening shall be applied.

## 10 TENDER SECURITY/ EARNEST MONEY

- 10.1 The bidder shall furnish tender security amounting to **PKR. 500,000/- (Pak Rupees Five 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 or from a foreign bank duly counter guaranteed by a scheduled bank in Pakistan in favor of NTC valid for a period of at least 120 days from tender opening date.
- 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 January 15, 2025**. 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 tender 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 tender 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 tender security may be forfeited:
  - a. If a bidder withdraws their 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 **January 15,2025**.
- 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 OPENING OF BID

- 13.1 The NTC tender committee will download the bids at **1130 Hours on January 15,2025** in the presence of bidders' representatives who choose to attend, at NTC HQ G-5/2 Islamabad.
- 13.2 NTC reserves the right to reject any one or all bids prior acceptance of a bid / proposal.
- 13.3 NTC reserves the right to reject any one or all bids as per Public Procurement Rules, 2004 33(1).

## 14 RESPONSIVENESS OF BIDS

- 14.1 The tender security is submitted.
- 14.2 The bid is valid till required period.
- 14.3 The bid prices are firm during its validity and inclusive of all taxes, duties etc.
- 14.4 The bidder is qualified for tender and possesses the requisite experience.
- 14.5 The bid does not deviate from basic tender requirements.
- 14.6 The bid is generally in order etc.

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

## 15 EVALUATION CRITERION FOR MOST ADVANTAGEOUS BIDDER

- 15.1 The tender evaluation committee will evaluate and compare only the bids previously determined to be substantially responsive.
- 15.2 Evaluation will be carried out on **qualification and cost basis**.
- 15.3 The **Most advantageous bidder** shall be the one fully compliant to **qualification criteria**, complaint to **quality evaluation criteria** and **highest ranked** in cost evaluation criteria as defined below:

### 15.4 Qualification Evaluation Criteria:

In first step, the received bids shall be evaluated on qualification criteria mentioned and full compliance to the terms and conditions set out in RFT shall be evaluated as per Annex-C. The bidders fully compliant to qualification criteria shall be declared as qualified. **Any firm found non-compliant in any**

**of these conditions will be declared disqualified and will not be considered for further evaluation proceedings.**

**15.5 Cost Evaluation Criteria:**

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

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

15.7 The bids will be evaluated on as-a-whole basis of BoQ at Annex-A.

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

**16 CLARIFICATIONS / CORRECTIONS OF BID**

16.1 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.

16.2 Arithmetical errors will be rectified on the following basis:

16.3 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.

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

**17 COMMERCIAL COMPLIANCE STATEMENT**

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

**18 VARIATION ORDER**

NTC reserves the right to place variation order (increase or decrease in the quantities of BoQ at Annex-A. The bidder shall be bound to accept the variation order by NTC.

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

19.1 The contract will be awarded to Most Advantageous Bidder on as-a-whole basis of BoQ at Annex-A.

19.2 The NTC reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids, at any time prior to award of order, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the NTC's action.

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

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



## SECTION-II

### **TERMS & CONDITIONS OF CONTRACT**

#### **1 PERFORMANCE SECURITY**

- 1.1 The successful bidder shall furnish to the NTC a performance security equivalent to **10%** of the total contract value, in the shape of bank guarantee as per **Annex-D** issued from any scheduled bank of Pakistan valid for a period of **15 months** at the time of signing of contract.
- 1.2 The bank guarantee of performance security shall be further extended if the delivery is delayed. Furthermore, on issuance of GRN and Inspection Report, contractor shall extend the bank guarantee (if required) to cover the warranty 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.
- 1.5 Performance security shall be released upon successful completion of one-year warranty period from issuance of GRN, Inspection report and satisfactory performance.

#### **2 CONTRACTORS RESPONSIBILITIES**

- 2.1 The contractor shall supply the hardware in accordance with the contract.
- 2.2 The contract shall not subcontract the whole of the works. The contractor shall not subcontract any part of the works without consent of NTC.

#### **3 NTC's RESPONSIBILITIES**

- 3.1 NTC shall coordinate and facilitate the contractor for smooth execution of works.

#### **4 TRANSPORTATION/PACKING**

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

#### **5 COMPLETION TIME**

The contract shall supply the hardware within 16 x weeks from the date of signing of contract.

#### **6 WARRANTY**

- 6.1 The Contractor will warrant that all goods supplied under the contract are brand new, un-used, and incorporate all the latest improvements in design and materials unless provided otherwise in the contract. **(The contractor shall also furnish undertaking that the store supplied is not stolen/ smuggled).**

- 6.2 This warranty shall remain valid for 01 (One) Year after issuance of Inspection report and GRN by ultimate Consignee.
- 6.3 Upon receipt faulty notice, the Contractor shall, with all reasonable speed, repair or replace, at the NTC's Consignee's store as the case may be at that time, the defective goods or part thereof, without costs to NTC.
- 6.4 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, NTC may proceed to take such remedial actions as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which NTC may have against the Contractor under the contract.
- 6.5 Without prejudice to any other clauses of this contract, the Contractor shall promptly correct at no cost to NTC, any defect in any work of correction executed previously, upon receipt of written notice of defect within twelve months' warranty period from the acceptance of the corrected defect.

## **7 LIQUIDATED DAMAGES**

Unless the failure to complete the delivery is caused by force majeure or delay is not on part of NTC, the contractor shall pay to NTC Headquarters as liquidated damages a sum up equivalent to @ 0.5% per week of the delay to maximum of 10% of total contract value and the same will be recovered from the Contractor at the time of payment. In case of force majeure the LD charges may be waived off by NTC on receipt of request from contractor with documentary evidences. If the delay is on the part of NTC, and agreed by NTC, then for that time no liquidated damages will be paid to NTC. NTC shall have discretion to impose/waive off LD Charges based on the performance of contractor.

## **8 GOODS RECEIPT NOTE (GRN) AND INSPECTION REPORT**

- 8.1 Ultimate Consignee(s) will be responsible to nominate a committee for inspection and Testing of the delivered store within 10 working days of the receipt of store. The nominated committee will carry out 100% inspection and testing of the delivered store and will prepare proper inspection report and Good Receipt Note. Ultimate Consignee(s) will countersign the same and accordingly forward to Director (Procurement) NTC HQs.
- 8.2 Any discrepancies found will be intimated to the contractor who will arrange to sort out the discrepancy at the earliest but not later than fourteen working days, from the date when he is informed about the discrepancy. Shortage of any quantity will also be pointed out and will be intimated to Director (Procurement) accordingly.
- 8.3 Any discrepancies found will be intimated to the contractor who will arrange to sort out the discrepancy at the earliest and the delay till the acceptance will be attributable to the contractor.



## **9 TERMS OF PAYMENT**

- 9.1 100% payment will be made by NTC Finance Wing through Director (Procurement) NTC HQ after issuance of GRN and Inspection Report by Project Director/Ultimate Consignee.
- 9.2 The Contractor will submit the commercial invoice & sales tax invoice in triplicate to Director (Procurement) NTC HQs along with duly verified delivery challan by authorized representative of Project Director. The Contractor will clearly mention NTN & GST number of both supplier & purchaser on the invoice (NTC NTN # 1218153-6, NTC GST # 07-01-9802-013-64).
- 9.3 All the payments shall be made through cross cheque in the Pak Rupees.
- 9.4 Taxes will be deducted as per government rules at the time of payment.

## **10 DEFAULT BY CONTRACTOR**

- 10.1 If the contractor fails to execute the work, refuses or fails to comply with a valid instruction of the NTC, the NTC may give notice and stating the default.
- 10.2 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.

## **11 ARBITRATION AND APPLICABLE LAW**

- 11.1 The Contract will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 Each party shall bear the cost of its own arbitrator and the cost of the third arbitrator shall be borne equally by both parties.
- 11.7 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.

## **12 FORCE MAJEURE**

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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
- 12.5 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.

### 13 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.

### 14 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.

## 15 PROJECT DIRECTOR/ULTIMAE CONSIGNEE

Director Data Networks NTC HQs G-5/2, Islamabad.

## 16 DEBARMENT / BLACKLISTING OF FIRM

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

- a. Consistent failure to provide satisfactory performance.
- b. Contractor becomes insolvent.
- c. Existence of judicial decision against a contractor in respect of a corrupt or collusive practice.
- d. Submission of false and spurious documents, making false statements and allegations to gain undue advantage.
- e. Commission of fraud.
- f. Contractor abandons the contract.
- g. Contractor without reasonable excuse fails to commence the work 'or' suspends the progress of work for 14 days.
- h. Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out their 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.

16.2 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.

16.3 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.

## 17 REPEAT ORDER

NTC may place repeat order in accordance with PPRA Rules 2004.

## 18 INTEGRITY

18.1 The Contractor hereby declares that it has not obtained or induced the procurement of this Contract or a right, interest, privilege or other obligation or benefit under this Contract from Government of Pakistan or any

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

#### 19 DECLARATION OF BENEFICIAL OWNERS' INFORMATION

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

**ANNEX-A: BILL OF QUANTITY**

S.No	Description	BOM Code	Qty	Unit Rate without Tax PKR	Unit Rate with Taxes PKR	Total Amount with Taxes PKR
1	Huawei S-7706 Switch DC Power Module (2200W)	W2PSD2200	2			
2	Huawei S-7706 Switch Fantray/Fan Module	ES0E2FBX	4			
3	Huawei S-7703 Switch Backplane/Chassis	ES0B00770300	1			
4	Huawei S-7703 Switch Main Control Unit D	LSS7MCUD0001	2			
5	Huawei S-7703 Switch MPLS License	ES0SMPLS7700	1			
6	Huawei S-7700 Basic SW License V200R023C10	ESS7R22C10SW	1			
7	Huawei S-7703 Switch DC Power Module (2200W)	W2PSD2200	9			
8	Huawei S-7703 Switch Fantray/Fan Module	ES0E2FBX	12			
9	Huawei S-7703 Switch Line Card (48-Port GE SFP)	LSS7G48SX6S0	1			
10	Huawei S-5732 Switch DC Power Module (1000W)	PDC1000S12-DB	2			
11	Huawei S-5732 Switch Fan Module	FAN-031A-B	3			
	<b>Grand Total Amount in Pak Rupees with Taxes</b>					

**ANNEX-B: COMMERCIAL COMPLIANCE STATEMENT**

Clause. #	Description	Complied	Not Complied	Partially complied
1	Invitation To E-Bids			
2	Introduction			
3	Scope Of Work			
4	Qualification Criterion Of Bidders			
5	Cost Of Tendering			
6	Clarifications Of Tender Documents			
7	Amendment Of Tender Documents			
8	Preparation Of Bid			
9	Price			
10	Tender Security / Earnest Money			
11	Validity Of Bids			
12	Deadline For Submission Of Bid			
13	Opening Of Bid			
14	Responsiveness Of Bids			
15	Evaluation Criterion For Most Advantageous Bidder			
16	Clarifications / Corrections Of Bid			
17	Commercial Compliance Statement			
18	Variation Order			
19	Award Criteria & Ntc's Right			
20	Notification Of Award & Signing Of Contract Agreement			
	<b>Contract Conditions</b>			
1	Performance Security			
2	Contractors Responsibilities			
3	Ntc's Responsibilities			
4	Transportation/Packing			
5	Completion Time			
6	Warranty			

Clause. #	Description	Complied	Not Complied	Partially complied
7	Liquidated Damages			
8	Provisional Acceptance Certificate			
9	Terms Of Payment			
10	Final Acceptance Certificate			
11	Default By Contractor			
12	Arbitration And Applicable Law			
13	Force Majeure			
14	Termination For Insolvency			
15	Termination For Convenience			
16	Project Director			
17	Debarment / Blacklisting Of Firm			
18	Repeat Order			
19	Integrity			
20	Declaration Of Beneficial Owners' Information			



**ANNEX-C: 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-D: 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. \_\_\_\_\_

## ANNEX-E: DECLARATION OF BENEFICIAL OWNER INFORMATION

### Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts

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

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

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

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

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

Name & signature

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

# CONTRACT

BETWEEN

NATIONAL TELECOMMUNICATION  
CORPORATION

AND

M/s DWP Technologies (Pvt) Ltd

FOR

Tender Notice # HQ/ADV07(d)/2024-25

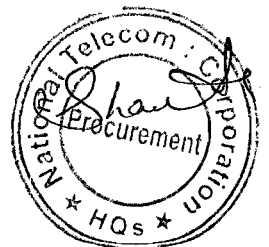
Supply of Aggregation Switches Spares to  
NTC on DDP Site Basis

Contract No:

HQ/24-25/ Switches Spares/DWP

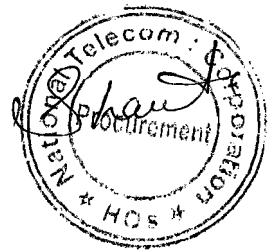
Dated:

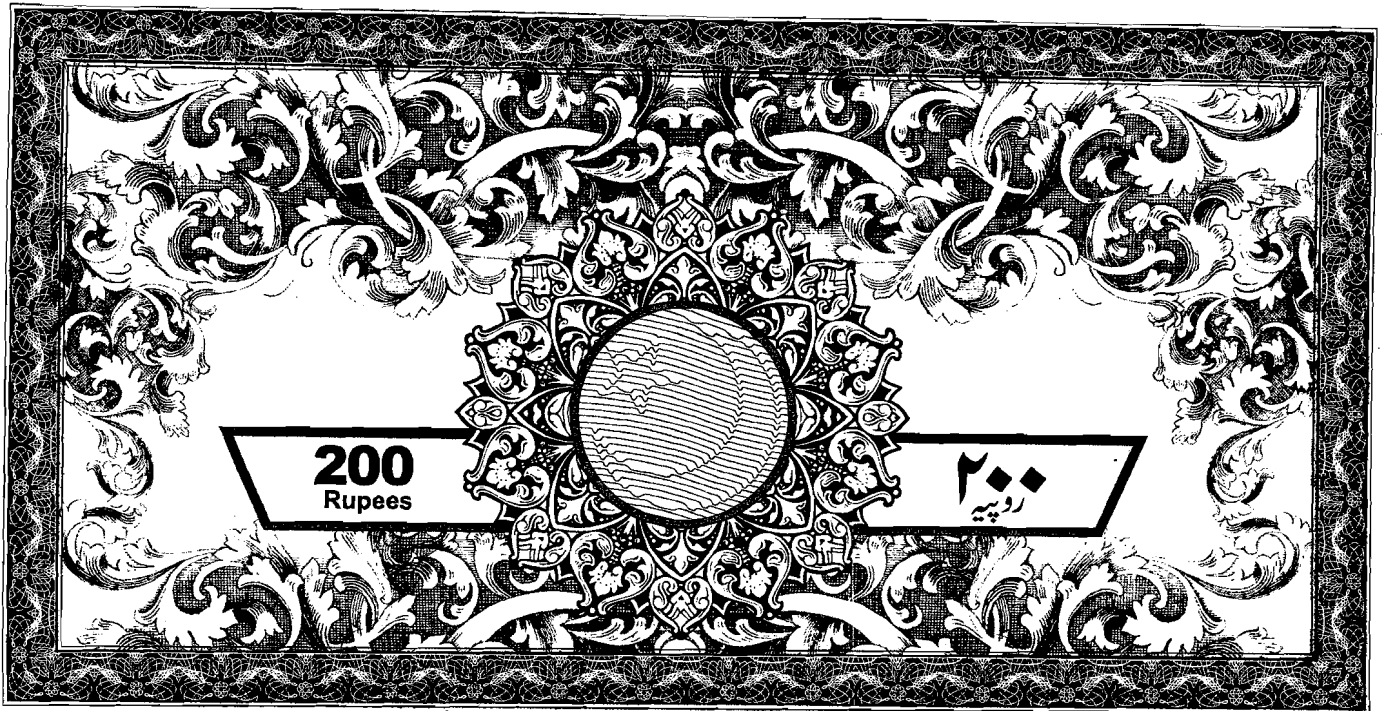
06<sup>th</sup> March, 2025



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## **CONTRACT AGREEMENT**

**: HQ/24-25/ Switches Spares/DWP**

**THIS CONTRACT** is made at Islamabad on this 06<sup>th</sup> day of March, 2025 by and between **NATIONAL TELECOMMUNICATION CORPORATION, Headquarters, G-5/2, Islamabad (PAKISTAN)** (hereinafter called "NTC") of the one part,

**AND**

**M/s DWP Technologies (Pvt) Ltd, Apex Business Center, 2<sup>nd</sup> Floor, Golra Road, Islamabad** (hereinafter called "CONTRACTOR") Of the Other part.

**WHEREAS**, NTC desires to procure Spares for Huawei Aggregation Switches (hereinafter called "equipment") to be supplied on DDP Site basis through the Contractor 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.

**AND WHEREAS**, the contractor has made their offer No. Nil dated January 15, 2025 and all subsequent clarifications from the date of submission of the offer up to the date of signing of the Contract and they are willing to sell to NTC as defined herein and as described in the Bill of Quantity (Annex-A).

NTC accepted the offer of the contractor for Supply Spares for Huawei Aggregation Switches on DDP Site Basis. The total contract value is **PKR 10,527,825/- (Pak Rupees Ten Million Five Hundred Twenty-Seven Thousand Eight Hundred Twenty-Five Only)** as per Annex-A.

**NOW THEREFORE**, this contract also witness in consideration of the terms and conditions contained herein, and the Contractor shall supply the Annex-A items as defined in the Scope of Work in accordance with the time schedule of this contract, and hereby agreed as follows: -

*2m*

*Shaukat*




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:

**24 SIGNATURES:**


FOR AND ON BEHALF OF  
M/s DWP Technologies (Pvt) Ltd

FOR AND ON BEHALF OF  
NATIONAL TELECOMMUNICATION  
CORPORATION

  
  
Name: Zia ul Mustafa  
Account Director

  
Director (Procurement)  
NTC HQs, G-5/2, Islamabad  
Director (Procurement) NTC HQs

Witness

  
Asghar Qasbi  
Sr. Manager

  
Shaukat Ali  
Divisional Engineer (Procurement)  
NTC HQs, G-5/2, Islamabad  
Ph: 051-9245864