

**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, Installation of 13KW Cooling  
Units at NTC Islamabad and Lahore  
Data Centers on Turnkey Basis
- TENDER NUMBER HQ/ADV-07(h)/2024-25
- BRIEF DESCRIPTION OF CONTRACT Supply, Installation of 13KW Cooling  
Units at NTC Islamabad and Lahore  
Data Centers on Turnkey Basis
- TENDER VALUE PKR 2,728,216/-
- ENGINEER'S ESTIMATE (for civil Works only) N/A
- ESTIMATED COMPLETION PERIOD 12 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)**

**22<sup>nd</sup> January, 2025 @ 1130 Hrs**

- NATURE OF PURCHASE Local

- EXTENSION IN DUE DATE (If any) No (as per above)
- NUMBER OF TENDER DOCUMENTS SOLD Seventy (70) 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 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                    **Two (02)**

➤ NAME AND ADDRESS OF THE SUCCESSFUL BIDDER FORTEK (Pvt) Ltd, 2<sup>nd</sup>  
Floor, Jamil Plaza, Street No. 03, Service Road, Gulberg Greens, Islamabad.

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

<b>M/s FORTEK</b>	<b>1<sup>st</sup></b>
<b>M/s Precision Cooling Services</b>	<b>2<sup>nd</sup></b>

NEED ANALYSIS (Why the procurement was necessary?) Installation of already available cooling units for NTC Data Center at Islamabad and Lahore.

➤ 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 **16<sup>th</sup> April, 2025** (Attached copies of agreement)

➤ CONTRACT AWARD PRICE                    **PKR 2,728,216/-**

➤ 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]



**NATIONAL TELECOMMUNICATION CORPORATION**

**HEADQUARTERS G-5/2 ISLAMABAD**

**e-Bidding documents**

**FOR**

**Installation of 13KW Cooling Units at NTC Islamabad and  
Lahore Data Centers on Turnkey Basis**

**Through**

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

**e-Tender Notice # HQ/ADV-07/2024-25  
Tender No.07(h)**



## Table of Contents

SECTION-I.....	3
1 INVITATION TO e-BIDS .....	3
2 GENERAL .....	4
3 ELIGIBILITY CONDITIONS OF BIDDERS.....	4
4 COST OF TENDERING .....	4
5 CLARIFICATIONS OF TENDER DOCUMENTS .....	5
6 AMENDMENT OF TENDER DOCUMENTS.....	5
7 PREPARATION OF BID .....	5
8 LANGUAGE OF BID DOCUMENTS.....	6
9 PRICE.....	6
10 TENDER SECURITY / EARNEST MONEY .....	6
11 VALIDITY OF BIDS .....	6
12 DEADLINE FOR SUBMISSION OF BID .....	7
13 MODIFICATION & WITHDRAWAL OF BID .....	Error! Bookmark not defined.
14 OPENING OF BID .....	7
15 RESPONSIVENESS OF BIDS.....	7
16 EVALUATION CRITERION.....	Error! Bookmark not defined.
17 CLARIFICATIONS / CORRECTIONS OF BID.....	7
18 COMMERCIAL COMPLIANCE STATEMENT .....	8
19 VARIATION ORDER.....	8
20 AWARD CRITERIA & NTC'S RIGHT .....	8
21 NOTIFICATION OF AWARD & SIGNING OF CONTRACT AGREEMENT .....	8
SECTION-II .....	10
1 PERFORMANCE SECURITY.....	10
2 CONTRACTORS RESPONSIBILITIES.....	10
3 NTC's RESPONSIBILITIES .....	11
4 TRANSPORTATION/PACKING.....	11
5 COMPLETION TIME .....	11
6 WARRANTY.....	11
7 LIQUIDATED DAMAGES.....	12
8 ACCEPTANCE CERTIFICATE.....	12
9 TERMS OF PAYMENT.....	12
10 DEFAULT BY CONTRACTOR.....	12
11 ARBITRATION AND APPLICABLE LAW .....	12
12 FORCE MAJEURE.....	13
13 TERMINATION FOR INSOLVENCY.....	14
14 TERMINATION FOR CONVENIENCE.....	14
15 PROJECT DIRECTOR .....	14
16 DEBARMENT / BLACKLISTING OF FIRM.....	14
17 INTEGRITY .....	15
18 DECLARATION OF BENEFICIAL OWNERS' INFORMATION .....	15
ANNEX-A: BILL OF QUANTITY .....	17
ANNEX-B: TECHNICAL SPECIFICATION.....	Error! Bookmark not defined.
ANNEX-C: COMMERCIAL COMPLIANCE STATEMENT .....	18
ANNEX-D: BID SECURITY FORMAT.....	20
ANNEX-E: PERFORMANCE BOND FORMAT .....	21
ANNEX-F: DECLARATION OF BENEFICIAL OWNER INFORMATION.....	22

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(h)	Installation of 13KW Cooling Units at NTC Islamabad and Lahore Data Centers on Turnkey Basis	22-01-2025 @ 11:00 Hrs.	22-01-2025 @ 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 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

- 2.2.1 The objective of this Request for Proposal (RFP) is to solicit bids from qualified bidders for installation of two eight tons Huawei Data Center Precision Cooling Units **NetCol8000** along with installation material and requisite services; one AC is intended to be installed at NTC Data Center Islamabad and one AC is required to be transported from Islamabad and installed at NTC Data Center Lahore. Both AC Units (Indoor and Outdoor) are already available with NTC, however NTC requires services as well as material described in **BoQ (Annex-A)** for installation of these units at the aforementioned sites.

## 3 ELIGIBILITY CONDITIONS OF BIDDERS

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

- 3.1 The status of firm for Income Tax must be "active" and for Sales Tax as "operative" in FBR.
- 3.2 The firm must have relevant experience i.e. Air Conditioners installations in Government / private sector.
- 3.3 The firm must provide undertaking on at-least PKR 200/- Judicial Paper that:
- The firm is not black listed from any government organization.
  - The firm has never been involved in litigation with any Government Organization.
  - The firm does not have any linkage with India and/or Israel regarding ownership, sponsoring etc.

**Note:** *Prospective Bidder Must Provide Valid Documentary Proof against serial # (3.1-3.3) along with the bid. Non-Submission of any of above document will lead to Consideration of a firm as NON-RESPONSIVE (As per clause # 14) & 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

- 5.1 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

- 5.2 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.

## 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 on EPADS.
- 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.
- 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.
- 7.2 Following documents shall be submitted with the proposal:
- Duly filled Bill of Quantity as per **Annex-A**.
  - Duly filled and signed commercial compliance statement as per **Annex-B**.
  - Valid Tender security.
  - Documentary evidence and Certificates as per Qualification Criteria.

**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.*

## 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 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 written/typed without any ambiguity.
- 9.3 The price should include all the applicable government taxes, duties etc.
- 9.4 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. 50,000/- (Pak Rupees Fifty Thousand Only)** in the form of Pay Order or Deposit at Call or a Bank guarantee as per **Annex-D** issued by a scheduled bank of Pakistan 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 **1100 Hours on January 22, 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 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> January, 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 dated 22<sup>nd</sup> Januray, 2025** in the presence of bidder's representatives who choose to attend, at NTC HQ G-5/2 Islamabad.
- 13.2 The bidder's name, bid prices, any discount, the presence or absence of tender security, and such other details as the committee at its discretion may consider appropriate, will be announced at the tender opening.
- 13.3 The tender committee reserves the right to reject any one or all bids prior acceptance of a bid / proposal.

## 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 eligible to 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 complaint to **qualification 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-B. 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 his bid.
- 15.7 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:  
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.
- 16.3 If the bidder does not accept the corrected amount of bid, his 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**).

## 18 VARIATION ORDER

NTC reserves the right to place variation order (increase or decrease in the quantities of BoQ at Annex-A. Moreover, the actual BoQ quantity may vary as per site requirement.

## 19 AWARD CRITERIA & NTC'S RIGHT

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

## 20 NOTIFICATION OF AWARD & SIGNING OF CONTRACT AGREEMENT

- 20.1 Prior to expiration of the period of tender validity prescribed by NTC, the NTC will notify the successful consultant in writing ("Letter of Acceptance" / "Letter of Intent") 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 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 **12 months** at the time of signing of contract.
- 1.2 The bank guarantee of performance security shall be further extended if the completion of work is delayed. Furthermore, on issuance of Acceptance Certificate, contractor shall extend the bank guarantee (if required) to cover the warranty period.
- 1.3 Failure of the successful bidder to furnish 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 will be released upon successful completion of warranty period.

#### 2 CONTRACTORS RESPONSIBILITIES

For the execution of this project, the Contractor shall undertake the following assignments:

- 2.1 The contractor shall transport one AC (Indoor and Outdoor) from Islamabad to Lahore.
- 2.2 The contractor shall supply and install the material as defined in scope of work and Bill of Quantity (BoQ) at Annex-A.
- 2.3 The contractor shall render services as defined in scope of work and BoQ at Annex-A.
- 2.4 All types of transportation for delivery of material at NTC Data Centers at Islamabad and Lahore will be the responsibility of the contractor.
- 2.5 The Contractor shall execute implementation activities necessary for successful installation & commissioning of the AC(s) in compliance with the provisions of



the Contract or, where not so specified, in accordance with good industry practice.

- 2.6 The contractor shall integrate the Cooling Units to Huawei NMS at both sites.

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

- 3.1 Project Director shall arrange to provide the requisite data and site access for implementation of the project.
- 3.2 Project Director shall assist in timely and satisfactory completion of the project in their areas of jurisdiction as per SOW.
- 3.3 Project Director shall be responsible to verify the contractual BoQ, in case of variation in BoQ at site, ultimate consignee to enforce variation order as per actual deployment.
- 3.4 PD to issue Acceptance Certificate.
- 3.5 PD will also be responsible to verify the delivery challans of the delivered store and services by the contractor.

### **4 TRANSPORTATION/PACKING**

Contractor shall ensure proper / international packing of material and equipment to avoid deterioration/damage during transportation.

### **5 COMPLETION TIME**

The contractor shall complete within 12 x weeks from the date of signing of contract.

### **6 WARRANTY**

- 6.1 The Contractor will warrant that all material supplied under the contract are brand new, un-used, and incorporate all the latest improvements in design unless provided otherwise in the contract.
- 6.2 This warranty for goods and services rendered shall remain valid for 01 (One) Year after issuance of acceptance certificate by ultimate consignee(s) certifying the successful completion of work.
- 6.3 Upon receipt faulty notice, the Contractor shall, with all reasonable speed, repair or replace, at the NTC's Consignee's site 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.
- 6.6 Upon successful completion of one-year warranty period, performance security shall be released by Director (Procurement) NTC HQs.

## **7 LIQUIDATED DAMAGES**

Unless the failure to render material/services 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 equivalent to 0.5% for each week delay maximum to 10% value of the delayed portion of the contract 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 Project Director 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. Project Director shall have discretion to impose/waive off LD Charges based on the performance of contractor.

## **8 ACCEPTANCE CERTIFICATE**

- 8.1 Upon satisfying itself that work undertaken by the contractor is complete in all respects, the contractor will inform in-writing to Project Director to detail a team for inspection and measurements.
- 8.2 Project Director/Ultimate Consignee(s) will be responsible to nominate a committee for inspection, measurements and testing of the installed equipment, material and services.
- 8.3 As per actual bill of quantity will be verified by inspection committee and forwarded to Procurement Dte .

## **9 TERMS OF PAYMENT**

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

- 9.1 100% payment will be made by NTC Finance Wing through Director (Procurement) NTC HQ after issuance of Acceptance Certificate. The contractor will submit the invoice duly verified by PD in triplicate to Procurement Dte.
- 9.2 All the payments shall be made through cross cheque in the Pak Rupees.
- 9.3 Taxes will be deducted as per government rules at the time of payment.
- 9.4 Payment will be made on as per actual measurement basis verified by PD/Inspection committee.

## **10 DEFAULT BY CONTRACTOR**

- 10.1 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.
- 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 REPEAT ORDER**

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

### **16 PROJECT DIRECTOR**

Director (Data Center) NTC HQs Islamabad

### **17 DEBARMENT / BLACKLISTING OF FIRM**

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

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

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

## 18 INTEGRITY

- 18.1 The Contractor hereby declares that it has not obtained or induced the procurement of this Contract or a right, interest, privilege or other obligation or benefit under this Contract from Government of Pakistan or any administrative subdivision or agency thereof or any other owned or controlled by it (GoP) through any corrupt business practice.
- 18.2 Without limiting the generality of the foregoing the Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of this Contract or a right, interest, privilege or other obligation or benefit under this Contract in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.
- 18.3 The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this 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	Qty	Unit Price without Tax	Unit Price with Tax GST 18%, PST 15%	Total Amount with Taxes
1	Copper Piping 18 SWG between indoor units and outdoor units with Aero flex insulation. Copper pipe size 3/4 with all fittings and insulation	200			
2	Copper Piping 18 SWG between indoor units and outdoor units with Aero flex insulation. Copper pipe size 3/8 with all fittings and insulation	200			
3	Service charges for installation of cooling indoor /outdoor Units covered with liquid and hot gas hard copper piping in trays, nitrogen flashing and pressure testing as per OEM recommendation i/c the cost of additional refrigerant gas if required complete in all respect	2			
4	P/F of Powder coated cable tray for cooling piping 18 gauge (6"x3")	110			
5	Providing and fixing of PPRC 32mm drain for cooling units	200			
6	Providing and laying of 4 C x 6mm+1Cx6mm Earth cable for cooling units.(Pak cables) from power DB to indoor A/c + indoor to outdoor unit including termination complete in all respect.	500			
7	Providing and laying of 4C/3C x1.5mm cable(Pakistan cables) for cooling units	200			
8	Concrete foundation for outdoor at roof top	2			
9	Angle iron frame for outdoor unit	1			
10	Humidification water supply complete and water filter with accessories	2			
11	Complete integration with NETECO including NW cabling etc	2			
12	Providing and installation of Main DB cooling units main breaker 1x MCCB 100 AMP TP output 1 x MCB 40 AMP TP, 1x MCB 32 AMP TP	1			
13	P/F of 1x 40 Amp TP MCB in the existing AC DB along with all accessories and termination of cables complete in all respect.	1			
14	Transportation of 01 x A/c unit from NTC HQ to Lahore RHQ building 6 -Race course road	1			
	<b>Total amount in Pak Rupees inclusive of Taxes</b>				

ANNEX-B: COMMERCIAL COMPLIANCE STATEMENT

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

Clause. #	Description	Complied	Not Complied	Partially complied
14	Termination for Convenience			
15	Project Director			
16	Debarment/Blacklisting of Firm			
17	Integrity			
18	Declaration of Beneficial Owner Info			

### 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/ registration	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)

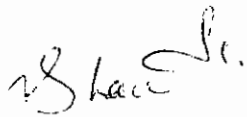
# FINAL EVALUATION REPORT

## (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: Installation of 13KW Cooling Units at NTC Islamabad and Lahore Data Centers on Turnkey Basis
4. Tender Inquiry No.: HQ/ADV-07(h)/2024-25
5. PPRA Ref. No. (TSE): TS553577E
6. Date & Time of Bid Closing: 22-01-2025 @ 1100 Hrs
7. Date & Time of Bid Opening: 22-01-2025 @ 1130 Hrs
8. No of Bids Received: Two (02)
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 FORTEK	N/A	N/A	2,728,216/-	Qualified/Highest Ranked
M/s Precision Cooling Services	N/A	N/A	3,119,918/-	Qualified/2 <sup>nd</sup> Ranked

11. Most Advantageous Bidder: M/s FORTEK Pvt Limited



**Shaukat Ali**  
Divisional Engineer (Procurement), NTC



**Kashif Nawaz**  
Director (Procurement), NTC

# CONTRACT

BETWEEN

NATIONAL TELECOMMUNICATION  
CORPORATION

AND

M/s FORTEK (Pvt) Ltd

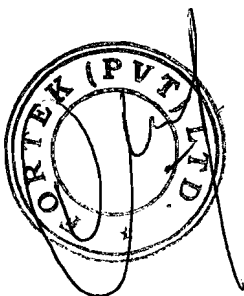
FOR

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

**Installation of 13KW Cooling Units at NTC**  
**Islamabad and Lahore Data Centers on**  
**Turnkey Basis**

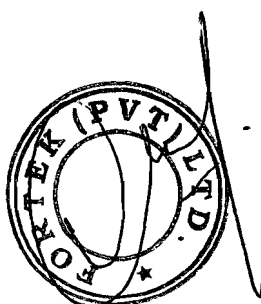
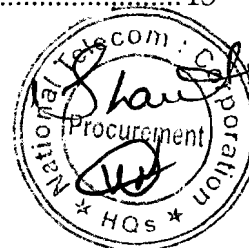
Contract No: HQ/24-25/ Cooling Units/Fortek

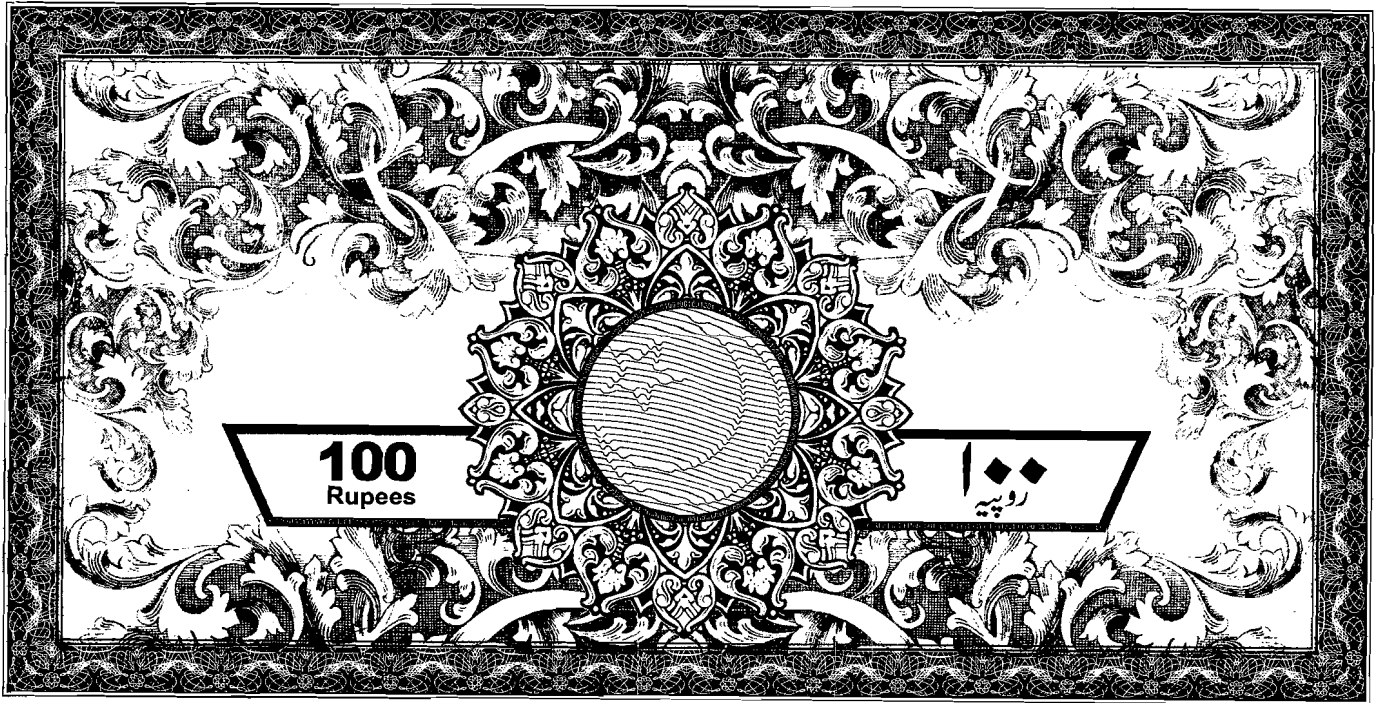
Dated: 16<sup>th</sup> April, 2025



## Table of Contents

CONTRACT AGREEMENT .....	3
1 DEFINITIONS .....	4
2 SCOPE OF WORK .....	5
3 PRICES .....	5
4 PERFORMANCE SECURITY .....	5
5 CONTRACTORS RESPONSIBILITIES .....	5
6 NTC's RESPONSIBILITIES .....	6
7 TRANSPORTATION/PACKING .....	6
8 TIME FOR COMPLETION .....	6
9 WARRANTY .....	6
10 LIQUIDITY DAMAGES .....	7
11 ACCEPTANCE CERTIFICATE .....	7
12 TERMS OF PAYMENT .....	7
13 DEFAULT BY CONTRACTOR .....	7
14 ARBITRATION AND APPLICABLE LAW .....	7
15 FORCE MAJEURE .....	8
16 TERMINATION FOR INSOLVENCY .....	9
17 TERMINATION FOR CONVENIENCE .....	9
18 PROJECT DIRECTOR .....	9
19 DEBARMENT / BLACKLISTING OF FIRM .....	9
20 PRIORITY OF DOCUMENTS .....	10
21 REPEAT ORDER .....	10
22 INTEGRITY .....	10
23 NOTICES .....	11
24 LANGUAGE .....	11
25 SIGNATURES: .....	12
ANNEX-A: BILL OF QUANTITY .....	13





## **CONTRACT AGREEMENT**

**: HQ/24-25/ Cooling Units/Fortek**

THIS CONTRACT is made at Islamabad on this 16<sup>th</sup> day of April, 2025 by and between NATIONAL TELECOMMUNICATION CORPORATION, Headquarters, G-5/2, Islamabad (PAKISTAN) (hereinafter called "NTC") of the one part,

**AND**

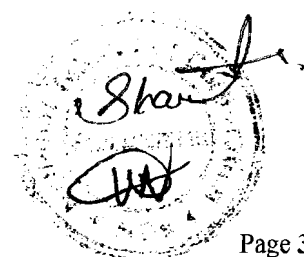
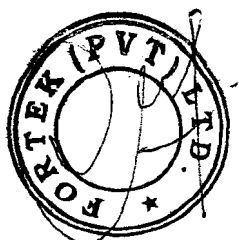
M/s FORTEK (Pvt) Ltd, 2<sup>nd</sup> Floor, Jamil Plaza, Street No. 03, Service Road, Gulberg Greens, Islamabad (hereinafter called "CONTRACTOR") Of the Other part.

**WHEREAS**, NTC desires to procure Services for Installation, Testing and Commissioning of 2x Eight Tons Huawei Data Center Precision Cooling Units NetCol8000 along with installation material 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 22, 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 Installation of 2x Eight Tons Huawei Data Center Precision Cooling Units NetCol8000 along with installation material. The total contract value is **PKR 2,728,216/- (Pak Rupees Two Million Seven Hundred Twenty-Eight Thousand Two Hundred and Sixteen Only)** as per Annex-A.

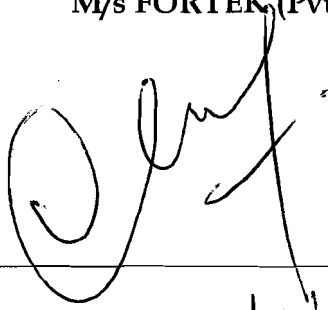
**NOW THEREFORE**, this contract also witness in consideration of the terms and conditions contained herein, and the Contractor shall supply the Annex-A items as defined in the Scope of Work in accordance with the time schedule of this contract, and hereby agreed as follows: -



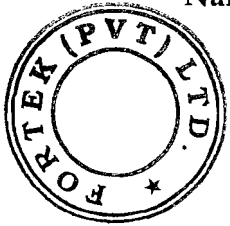
IN WITNESS HEREOF, The Parties hereto executed this Contract as of the day and year and at the respective place of business herein above set forth and have set their hand below:

**25 SIGNATURES:**

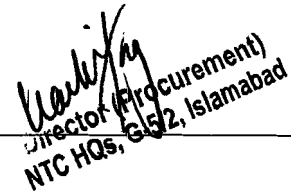
FOR AND ON BEHALF OF  
M/s FORTEK (Pvt) Ltd



Name: Muhammad Usama Ishaq  
Account Manager Sales



FOR AND ON BEHALF OF  
NATIONAL TELECOMMUNICATION  
CORPORATION



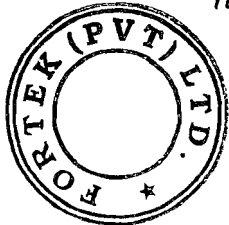
Director (Procurement)  
NTC HQs, G-5/2, Islamabad

Director (Procurement) NTC HQs

Witness



Zameer Akhtar  
Technical Account Manager  
Fortek Pvt Ltd



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