



N A T I O N A L T E L E C O M M U N I C A T I O N
C O R P O R A T I O N

HEADQUARTERS G-5/2, ISLAMABAD

Terms of Contract

FOR

Consultation, Implementation and Certification services for ISO
9001, ISO/IEC 20000-1, for NTC Data Centers

Through EPADS (www.eprocure.gov.pk)

e-Tender Notice # HQ/ADV-08/2026-27

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TERMS & CONDITIONS OF CONTRACT

1 PERFORMANCE SECURITY

- 1.1 **ISO Certifications & Trainings:** The successful bidder shall furnish to the NTC a performance security amounting to PKR. 300,000/- (Pak Rupees Five Hundred Thousand Only) in the shape of Pay order or CDR or bank guarantee valid for a period of 06 months at the time of signing of contract.
- 1.2 **Surveillance Audits:** The successful bidder shall furnish to the NTC a performance security amounting to PKR. 200,000/- (Pak Rupees Two Hundred Thousand Only) in the shape of Pay order or CDR or bank guarantee valid for a period of 39 months at the time of signing of contract.
- 1.3 Failure of the successful bidder to furnish performance securities 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 against clause 1.1 above shall be released upon successful issuance of Acceptance Certificate against SICO Certification by Project Director.
- 1.6 Performance security against clause 1.2 above shall be released upon successful issuance of Acceptance Certificate for Second Successful Surveillance Audits by Project Director.

2 CONTRACTORS RESPONSIBILITIES

2.1 Gap Assessment

- 2.1.1 Conduct a comprehensive gap assessment against ISO 9001:2015 and ISO/IEC 20000-1:2018 requirements.
- 2.1.2 Identify compliance gaps, risks, and improvement opportunities.
- 2.1.3 Submit a detailed Gap Assessment Report with recommendations and an implementation roadmap.

2.2 Framework Design and Documentation

- 2.2.1 Design and establish an integrated Quality Management System (QMS) and Service Management System (SMS).
- 2.2.2 Develop or update all required policies, procedures, manuals, templates, forms, registers, and supporting documentation.
- 2.2.3 Align documentation with ISO standards and NTC operational requirements.

2.3 Implementation Support

- 2.3.1 Provide consultancy for the implementation of QMS and SMS.
- 2.3.2 Conduct awareness sessions and workshops for relevant NTC staff.
- 2.3.3 Guide process owners in implementing documented procedures.

2.3.4 Assist in risk assessment, process mapping, KPI definition, and continual improvement mechanisms.

2.4 Internal Audit and Management Review

2.4.1 Plan and conduct complete internal audits covering applicable scopes.

2.4.2 Identify nonconformities and improvement opportunities.

2.4.3 Assist NTC in preparing corrective action plans.

2.4.4 Facilitate Management Review Meetings and provide required documentation.

2.5 Certification Support

2.5.1 Prepare NTC for certification audits.

2.5.2 Coordinate with an accredited Certification Body (if included in scope).

2.5.3 Provide complete audit support until successful certification.

2.5.4 Assist in closure of any audit observations or nonconformities.

2.6 Certification Services

2.6.1 Arrange and facilitate successful certification for:

- a) ISO 9001:2015
- b) ISO/IEC 20000-1:2018

2.6.2 Ensure issuance of internationally recognized certificates by an accredited Certification Body (valid ISO 9001:2015 and ISO/IEC 20000-1:2018 certificates by an accredited Certification Body).

2.6.3 Arrange and support two (02) annual surveillance audits during the certification validity period.

2.7 Training

2.7.1 Deliver awareness and implementation training to relevant NTC personnel.

2.7.2 Provide professional training and certification for two (02) nominated NTC HR resources.

2.7.3 Supply training materials, attendance records, and training certificates.

2.8 **Deliverables:** The Contractor shall provide, at a minimum:

- a) Gap Assessment Report.
- b) Implementation Roadmap.
- c) Integrated QMS Documentation.
- d) Integrated SMS Documentation.
- e) Policies and Procedures.
- f) Standard Operating Procedures (SOPs).
- g) Templates and Forms.
- h) Risk Register.
- i) Process Maps.
- j) Internal Audit Reports.
- k) Corrective Action Reports.

- l) Management Review documentation.
- m) Training materials.
- n) Training Certificates.
- o) ISO 9001:2015 Certificate.
- p) ISO/IEC 20000-1:2018 Certificate.
- q) Surveillance Audit Reports.

3 NTC RESPONSIBILITIES

- 3.1 Provide access to all existing applicable policies, procedures, records, operational documentation, and relevant personnel required for assessment and implementation.
- 3.2 Facilitate meetings, workshops, interviews, and site visits at the Data Centers and other applicable locations.
- 3.3 Review and approve all deliverables submitted by the Contractor within the agreed timelines.
- 3.4 Ensure participation of designated personnel in awareness sessions, workshops, internal audits, management reviews, and certification audits.
- 3.5 Allocate sufficient resources for implementation and maintenance of the Quality Management System (QMS) and Service Management System (SMS).
- 3.6 Implement and maintain the documented policies, procedures, corrective actions, and continual improvement activities recommended during the consultancy.
- 3.7 Address and close identified nonconformities within mutually agreed timelines.
- 3.8 Nominate two (02) HR resources for the required ISO training and certification.
- 3.9 Facilitate certification and surveillance audits by providing access to facilities, records, systems, and personnel.
- 3.10 Ensure continued compliance with ISO requirements throughout the certification and surveillance period.

4 TIME FOR COMPLETION

- 4.1 **ISO Certifications:** The contractor shall complete the job **within 15 weeks** from the date of signing of contract.
- 4.2 **Trainings:** The contractor shall complete the job **within 15 weeks** from the date of issuance of Go-Ahead by NTC.
- 4.3 **Surveillance Audits (2nd & 3rd Year):** The contractor shall complete the job **within 15 weeks** from the date of issuance of Go-Ahead by NTC.
- 4.4 Time taken between request for access to systems by the contractor and actual date of grant of access shall not be counted towards time for completion.

- 4.5 Project Director shall keep proper record of written requests by the contractor and NTC access grants. In case of dispute, decision of Project Director NTC shall prevail.

5 LIQUIDATED DAMAGES

Unless the failure to complete the delivery/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 up equivalent to @ 0.5% per week of the work to maximum of 10% of total delayed portion of the respective component 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.

6 TRAININGS

- 6.1 The contractor shall arrange following trainings as specified in Bill of Quantity:
- a. 02x Persons x ISO Certifications (ISO 9001:2015) Training with local certificate (minimum 30 Hours)
 - b. 02x Persons x ISO Certifications (ISO/IEC 20000-1:2018) Training with local certificate (minimum 30 Hours)
- 6.2 All the instructors shall possess high technical ability to impart training. They must have high command on the subject and English language.
- 6.3 Project Director NTC shall forward nominations for approval of GM (Data & IT).
- 6.4 The efficiency of the training program conducted by the contractor will be under close scrutiny and it will have to be repeated by contractor without extra cost to NTC if the training given is found to be ineffective, deficient and un-satisfactory. However, NTC has to communicate its dissatisfaction (if any) during the training period for improvement and not afterwards.
- 6.5 Project Director shall issue Training Acceptance Certificate upon successful completion of required tasks carried out by the contractor.

7 ACCEPTANCE CERTIFICATES

- 7.1 **ISO Certification:** After successful completion of the job i.e. ISO certifications (ISO 9001:2015) and (ISO/IEC 20000-1:2018) valid for 03 years, the contractor shall submit all the documentation and notify the Project Director that the job is complete. Upon such notification from contractor, PD will issue acceptance certificate or will notify the contractor to complete or rectify any discrepancy highlighted. The date of issuance of acceptance certificate will be considered the date of completion.
- 7.2 **Training:** After successful completion of the job i.e. trainings as per clause 6 above, the contractor shall submit all the documentation and notify the Project Director

that the job is complete. Upon such notification from contractor, PD will issue Training acceptance certificate or will notify the contractor to complete or rectify any discrepancy highlighted. The date of issuance of acceptance certificate will be considered the date of completion.

- 7.3 **Surveillance Audits (2nd & 3rd Year):** After successful completion of the job each year i.e. Surveillance audits of both certifications, the contractor shall submit all the documentation and notify the Project Director that the job is complete. Upon such notification from contractor, PD will issue acceptance certificate for respective year or will notify the contractor to complete or rectify any discrepancy highlighted. The date of issuance of acceptance certificate will be considered the date of completion.

8 PAYMENTS

- 8.1 **ISO Certification:** Hundred percent (100%) payment of contract value (except Trainings and Surveillance audits) will be made upon completion of job which will be proven by issuance of Provisional Acceptance Certificate by Project Director.
- 8.2 **Trainings:** Hundred percent (100%) payment of Trainings will be made upon completion of job which will be proven by issuance of Training Acceptance Certificate by Project Director.
- 8.3 **Surveillance Audits:** Hundred percent (100%) payment of Surveillance audits for the respective year will be made upon completion of job which will be proven by issuance of Acceptance Certificate by Project Director.
- 8.4 All the payments will be made by Finance Wing NTC HQs through Director (Procurement).
- 8.5 The Contractor will submit the commercial invoice & sales tax invoice in triplicate to NTC. 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).
- 8.6 The contractor shall ensure provision of duly verified invoices by the Project Director for claiming payment.
- 8.7 Taxes will be deducted as per government rules at the time of payment.

9 DEFAULT BY CONTRACTOR

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

10 ARBITRATION AND APPLICABLE LAW

- 10.1 This Agreement shall be governed under Pakistani law and the Courts at Islamabad shall have exclusive jurisdiction over any matter that may be referred to a Court under this Agreement.
- 10.2 In the event that any dispute arises between the Parties under this Agreement, one Party shall issue notice to the other Party to mutually negotiate a resolution to the dispute. If the negotiations fail to resolve the dispute within seven (7) days of receipt of the notice, the dispute shall be referred to the Managing Director, National Telecommunication Corporation ("MD") or their nominee who shall provide a personal hearing to Contractor and render a decision thereon within a period of thirty (30) days. In the personal hearing conducted pursuant to this clause, the Contractor shall not be represented by a legal practitioner within the meaning of the Legal Practitioners and Bar Councils Act, 1973.
- 10.3 If the Contractor is aggrieved of the decision of the MD or their nominee rendered under preceding clause hereof, the Contractor may refer the dispute to arbitration within thirty (30) days of the date of the decision of the MD or their nominee under the Arbitration Act, 1940 or any law that the Arbitration Act, 1940 is repealed, amended, or modified by at the time of referral of the dispute to arbitration. The arbitration shall be conducted before a Sole Arbitrator to be appointed by the consent of the Parties. The seat and venue of arbitration shall be at the National Telecommunication Corporation Headquarters, Sector G-5/2, Islamabad. The arbitration and the award thereof shall be conducted in the English language.
- 10.4 The costs and fees of the Sole Arbitrator shall be shared by the Parties equally. A Party shall bear the costs and fees of its legal practitioners and other personnel that a Party engages for the arbitration unless otherwise awarded by the Sole Arbitrator.

11 FORCE MAJEURE

- 11.1 The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 11.2 If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for not longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure.
- 11.3 The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war, blockages, insurrections,

riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Pakistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other cause similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome.

- 11.4 The term of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding 12 (twelve) months from performing or accepting performance, the party concerned shall have the right to terminate this contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement.
- 11.5 If a Force Majeure situation arises, the Contractor shall promptly notify NTC in writing of such conditions and the cause thereof. Unless otherwise directed by NTC in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12 TERMINATION FOR INSOLVENCY

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

13 TERMINATION FOR CONVENIENCE

Without prejudice to the contractor, the NTC may send a written notice to the bidder, terminate the contract in whole or in part any time for its convenience. The notice of termination shall specify that the termination is for the NTC's convenience, the extent to which performance or work under the contract is terminated and the date upon which such termination becomes effective.

14 PROJECT DIRECTOR

Director (Data Center) NTC HQs Islamabad

Ph: 051-9208809, Fax: 051-9201489

Email: amer.shamsher@ntc.org.pk

15 DEBARMENT / BLACKLISTING OF FIRM

- 15.1 As per clause-19 of the PPRA rules 2004, NTC reserves the right of debarment or blacklisting of a firm, association, corporation, joint venture, company, partnership or any other legal entity subject to any of the following acts: -
- Consistent failure to provide satisfactory performance.
 - Contractor becomes insolvent.
 - Existence of a judicial decision against a contractor in respect of a corrupt or collusive practice.
 - Submission of false and spurious documents, making false statements and allegations to gain undue advantage.
 - Commission of fraud.
 - Contractor abandons the contract.
 - Contractor without reasonable excuse fails to commence the work or suspends the progress of work for 14 days.
 - 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.
 - Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration with sales tax authorities, Pakistan Engineering Council, etc, giving false evidence, furnishing of false information of serious nature.
- 15.2 Managing Director NTC will constitute a committee comprising three NTC officers, and they will investigate the matter in connection with allegations of corrupt, fraudulent, coercive or collusive practices or illegal 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 the Managing Director of NTC.
- 15.3 The debarment shall be for a reasonably specified period of time, commensurate with the seriousness of the cause. However, the debarment period shall not exceed three years. Moreover, NTC also reserves the right of permanent blacklisting of a contractor subject to severity of the corrupt or fraudulent practices.

16 INTEGRITY

- 16.1 The Contractor hereby declares that it has not obtained or induced the procurement of this Contract or a right, interest, privilege or other obligation or benefit under this Contract from Government of Pakistan or any administrative subdivision or agency thereof or any other owned or controlled by it (GoP) through any corrupt business practice.
- 16.2 Without limiting the generality of the foregoing the Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to

give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of this Contract or a right, interest, privilege or other obligation or benefit under this Contract in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

17 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 prescribed Performa.