

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – I

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services and Goods

- NAME OF THE ORGANIZATION/DEPTT. National Telecommunication Corp.
- FEDERAL / PROVINCIAL GOVT. Federal Govt.
- TITLE OF CONTRACT Rendering Transport Services for Pick & Drop of
NTC HQs Employees
- TENDER NUMBER HQ/ADV-22/2020-21
- BRIEF DESCRIPTION OF CONTRACT _____

- TENDER VALUE _____
- ENGINEER'S ESTIMATE _____
(for civil Works only)
- ESTIMATED COMPLETION PERIOD _____
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL
PROCUREMENT PLAN? _____ Yes / No
- ADVERTISEMENT :
 - (i) PPRA Website Yes, Receipt No. 152366 dated: 01-06-2021 Yes / No
(Federal Agencies) (If yes give date and PPRA's tender number)
 - (ii) News Papers _____ No _____ Yes / No
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) 17-06-2022 @ 1130 Hrs
- NATURE OF PURCHASE _____ Local _____ Local / International
- EXTENSION IN DUE DATE (If any) _____ No. _____ Yes / No

➤ NUMBER OF TENDER DOCUMENTS SOLD 04
(Attach list of Buyers)

➤ WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes Yes / No
(If yes enclose a copy).

➤ WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes Yes / No
(If yes enclose a copy).

➤ WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. _____
- c) TWO STAGE BIDDING PROCEDURE. _____
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. _____

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS
ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT
CONTRACTING, NEGOTIATED TENDERING ETC.)

- WHO IS THE APPROVING AUTHORITY MD NTC

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED
FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.

➤ NUMBER OF BIDS RECEIVED 03

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes
Yes / No

➤ WHETHER INTEGRITY PACT WAS SIGNED No. Yes / No

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods

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

➤ NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Rizwan
Mehboob Transport Co., Shop No. 03 Pir Wadhai, Rawalpindi

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

1st

➤ NEED ANALYSIS (Why the procurement was necessary?) _____

➤ IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE
REASONS (Briefly describe) NA

- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes Yes / No

- DATE OF CONTRACT SIGNING 09-07-2021
(Attach a copy of agreement)

- CONTRACT AWARD PRICE Rs. 2,296,800/-

- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes Yes / No
(Attach copy of the bid evaluation report)

- ANY COMPLAINTS RECEIVED No Yes / No
(If yes result thereof)

- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS No. Yes / No
(If yes give details)

- DEVIATION FROM QUALIFICATION CRITERIA No. Yes / No
(If yes give details)

- SPECIAL CONDITIONS, IF Any
(Give Brief Description)
NA



CONTRACT

BETWEEN

NATIONAL TELECOMMUNICATION
CORPORATION (NTC)

AND

M/s Rizwan Mehboob Transport Co.

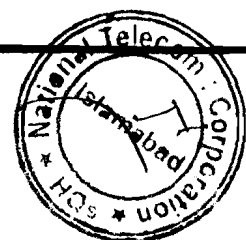
FOR

Rendering Transport Services for Pick & Drop of NTC
HQs Employees for a Period of One Year (01 x 52 Seat Bus)

Contract No: NTC/Proc-Dte/21-22/Pick & Drop/Rizwan
Mehboob

Dated: 9th of July, 2021

Rizwan Mehboob
RIZWAN MEHBOOB TRANSPORT CO.
Sole Proprietor



1. CONTRACT AGREEMENT

- 1.1 This CONTRACT made at Islamabad, the 9th day of July, 2021 between the National Telecommunications Corporation, hereinafter called "NTC" of the one part and M/s Rizwan Mehboob Transport Co. hereinafter called "Contractor" of the other part.
- 1.2 WHEREAS NTC desires to Render Transport Services for Pick & Drop of NTC HQs Employees for a Period of One Year (01 x 52 Seat Bus, Non-AC, Model 2000 or above).
- 1.3 And WHEREAS M/s Rizwan Mehboob Transport Co. has made their offer for Rendering Transport Services for Pick & Drop of NTC HQs Employees for a Period of One Year (**01 x 52 Seat Bus, Non-AC, Model 2000 or above**).
- 1.4 And WHEREAS the price for services is **PKR 191,400/-** per month including 16% services tax. The total contract value for one year amounts to **PKR 2,296,800/-** (Pak Rupees Two Million Two Hundred Ninety Six Thousand and Eight Hundred only)

2. SCOPE OF WORK

TO BE DONE BY CONTRACTOR

The scope of work is as under:

- 2.1 National Telecommunication Corporation intends to hire transport services (01x52 Seat Bus of very good condition, non-AC, Model 2000 or above) for Pick and Drop of NTC HQs employees on rate running contract basis for a period of one year, as per the route defined in **Annex-A**.
- 2.2 The services will be hired for 05 x working days i.e. Monday to Friday.
- 2.3 The bus shall drop NTC HQs staff at 0900 Hrs sharp and pick them from NTC HQs at 1715 Hrs sharp (Monday to Friday).

3. COORDINATION FOR THE PROJECT

- 3.1 The contractor shall coordinate with Director (Admin & Coord) NTC HQs for the satisfactory completion of contract.
- 3.2 Director (Admin & Coord) NTC HQs shall be responsible to verify the services against contract and to issue certificate for satisfactory job done. He will also be responsible to verify the invoices of the contractor.
- 3.3 Director (Admin & Coord) NTC HQs will nominate his representative for coordination with contractor during the contract period.

4. CONTRACTOR PERSONNEL

4.1 General

The Contractor shall employ experienced driver(s) to carry out the Services and shall provide the detail of personnel detailed for execution along with copy of his CNIC and valid HTV driving license.


RIZWAN MEHBOOB TRANSPORT CO.
Sole Proprietor



4.2 Fairness and Good Faith

4.2.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization to the objectives of this Contract.

4.2.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

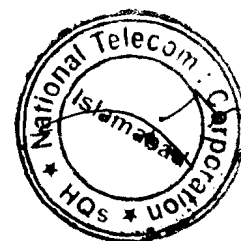
5. RESPONSIBILITIES/OBLIGATIONS OF THE CONTRACTOR

The Contractor shall undertake the following assignments:

- 5.1 Provision of services (01×52 seat bus having very good condition, Non-AC, Model 2000 or above) along-with driver for pick and drop of NTC HQs employees.
- 5.2 The Contractor shall not subcontract any part or the whole of the works. The contractor shall not subcontract any part of the work without the consent of NTC.
- 5.3 The contract will be responsible to provide alternate transport arrangement/bus in case of any malfunctioning of the bus.
- 5.4 Provision of driver having CNIC and valid HTV driving license of the driver(s) for driving bus.
- 5.5 Provision of POL, repair/maintenance of bus, token taxes of bus, toll taxes/chungi etc shall be responsibilities of the contractor.
- 5.6 The Contractor shall employ experienced Personnel required to carry out the Services and shall provide the detail of personnel detailed for execution.
- 5.7 All expenditures of bus e.g. diesel/CNG, repair & maintenance of bus, puncture, challan(s) shall be responsibilities of the contractor. Further, in case of any accident, contractor shall be responsible for repair of bus.
- 5.8 The behavior of bus staff with NTC employees must be courteous and polite.
- 5.9 The contractor shall not indulge into correspondence with unconcerned offices and organizations within or outside NTC Officer authorized in this connection is given below:-

*Director (Admin & Coord),
National Telecommunication Corp, HQ Islamabad.*

*Director (Procurement),
National Telecommunication Corp, HQ Islamabad.*



- 5.10 The contractor shall conform in all respects with the provisions of all Federal Provincial and Local Laws, Regulations and any other Laws for the time being in force in Pakistan including all regulations or by-laws of any local or other duly constituted authority within Pakistan which may be applicable to the performance of the contract and the rules and regulations of public bodies and companies whose property or rights are affected or may be affected in any way by the works (hereinafter referred to as "State laws") and shall give all notices and pay all fines required to be given or paid thereby and shall keep indemnified against all penalties of every kind for breach of any of the same. For the term of the contract, as far as reasonably practicable and without liability on its part, NTC shall provide such information as may be required by the contractor.

6. DURATION OF CONTRACT

The contract shall remain valid for the period of **12 months** from the effective date of contract.

7. LIQUIDATED DAMAGES & FORFEITING PERFORMANCE BOND

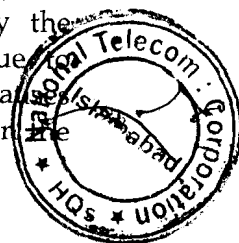
If the contractor fails to execute the services in professional manner NTC may forfeit the performance bond submitted by the contractor after issuance of Show Cause Notice to the contractor.

8. TERMS OF PAYMENT

- 8.1 100 % Monthly payments shall be payable to contractor by DG (Finance) NTC HQs through Director (Admin & Coord) NTC HQs.
- 8.2 Payments will be made on monthly basis after issuance of acceptance certificate by Director (Admin & Coord).

9. FORCE MAJEURE

- 9.1 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.
- 9.2 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 07 (seven) 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. 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 causes 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. The terms 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 4 (four) 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. 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.

10. PERFORMANCE SECURITY

- 10.1 The contractor shall furnish performance bond of **PKR 100,000/-** issued by any scheduled bank of Pakistan or in shape of bank draft or Cash valid for a period of **12-months** at the time of confirmation. NTC has the right to confiscate the performance security in case of default during the period. This performance security will be released by NTC after successful completion of the warranty period.
- 10.2 The performance securities shall be further extended if required by NTC due to default of contractor.
- 10.3 The performance securities will be released upon successful completion of contract. Failure of the contractor to complete the work or render the required services within retention of guarantee will result in confiscation of performance security.

11. ACCEPTANCE CERTIFICATE

Director (Admin & Coord) NTC HQs shall issue acceptance certificate on monthly basis for the release of payment to the contractor. Performance security shall be released after expiry of contract period.

12. ARBITRATION AND APPLICABLE LAW

- 12.1 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 can not be settled amicably, shall be referred to arbitration to Chairman NTC. Only Chairman NTC will have sole authority in arbitration to decide. All the decisions will be made in view of Arbitration Act 1940.
- 12.2 Within 30 (thirty) days of receipt of notice by one party informing the other in writing that such dispute exists, the case would be referred for arbitration.
- 12.3 The arbitrator shall initiate arbitration proceedings at Islamabad. In case the arbitrator does not reach on conclusion, then case would be referred to the court of Law.

13. CONTRACTOR'S NEGLIGENCE

The contractor shall indemnify NTC in respect of all injury or damage to any person or to any property against all actions, suites, claims, demands, charges and expenses or breach of statutory duty of the contractor, any sub-contractors



before or after, the whole of the project has been finally accepted.

14. CONTRACTOR'S DEFAULT

14.1 If the Contractor;

- Have abandoned the Contract, or
- Without reasonable excuse have failed to commence the Works
- Failed to complete the pre-defined route
- Despite previous warnings by NTC in writing, not be executing the works in accordance with the contract, or be neglecting to carry out his obligations under the Contract or cancel the Contract.

14.2 NTC will have the right to cancel the contract under the above clause, and it shall not be liable to pay to the Contractor any money on account of the contract. Moreover the performance bond deposited by the Contractor shall also be confiscated by the NTC under such circumstances.

15. TERMINATION FOR INSOLVENCY

With out prejudice or affecting of any right action or remedy which has accrued or will accrue there-after to NTC, NTC may at any time terminate the contract by giving written notice to the Contractor, without compensation to the Contractor if the Contractor becomes bankrupt or otherwise insolvent.

16. TERMINATION FOR CONVENIENCE

NTC may by written notice of one (01) months, sent to the contractor terminate the contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for NTC convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

17. NTC PROJECT DIRECTOR / ULTIMATE CONSIGNEE

Director (Admin & Coord) NTC HQ will be the Project Director/ Ultimate Consignee from NTC side. He will co-ordinate with the contractor for the satisfactory completion of contract.


18. AMENDMENTS IN CONTRACT

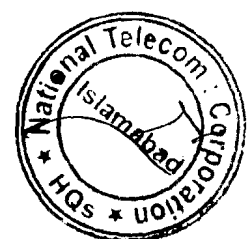
No variation in or modification of the terms of the contract shall be made except by written amendments signed by the both parties.

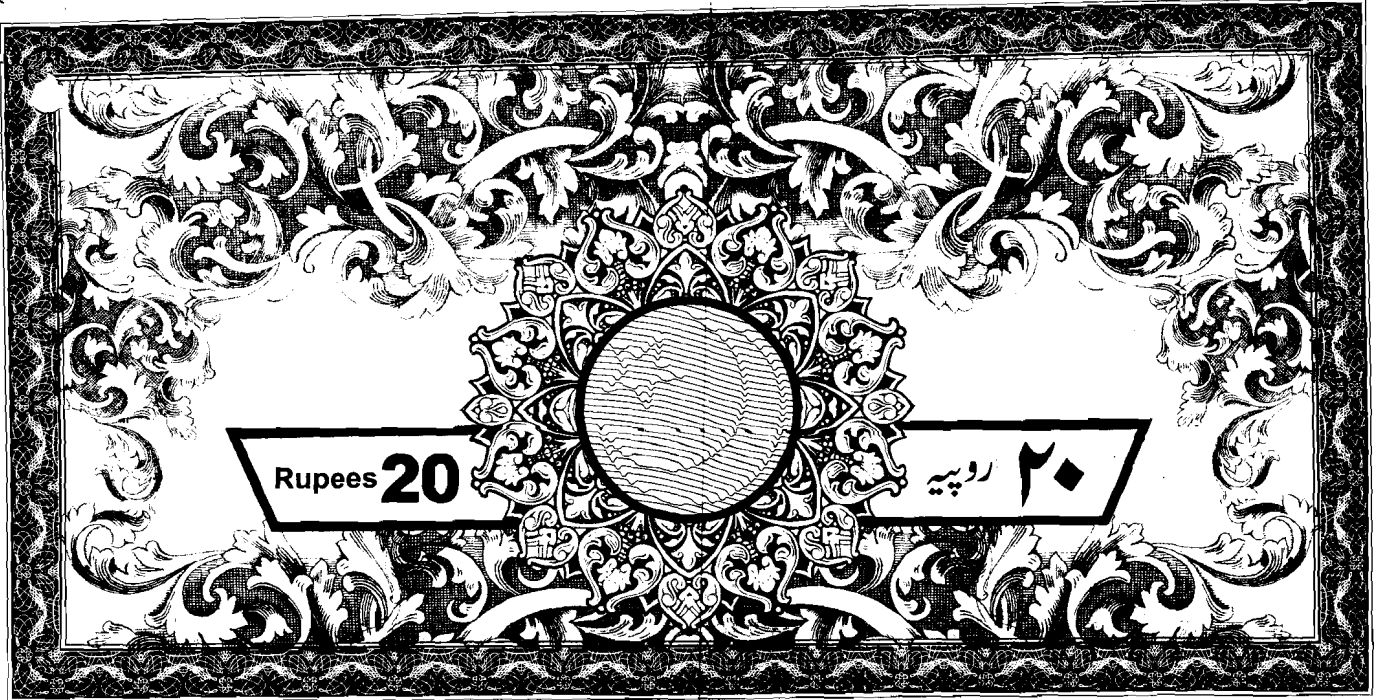
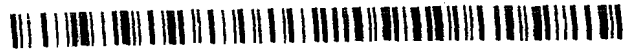
19. PRIORITY OF THE DOCUMENTS

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

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


SYED AN MEHBOOB TRANSY-JRI CO.
Sole Proprietor





20. EFFECTIVE DATE OF CONTRACT

The contract shall become effective from 1st of July, 2021.

21. EXTENSION IN CONTRACT

The contract can be extended for further two more years, if agreed by both the parties and after the issuance of satisfactory report by the Director (Admin & Coord). However, the terms, conditions and rates for extension period shall be same as to those of 1st year.

22. ADDRESSES

NATIONAL TELECOMMUNICATION CORPORATION
Director (Procurement), NTC HQs, G-5/2 Iba
Ph: 051-9245833, Fax: 051-9245719

M/S RIZWAN MEHBOOD TRANSPORT CO.
SHOP NO.3, PRIWADHAI, RAWALPINDI

1. Signature/Stamp on behalf of

Name: _____

Desig: _____

Dated: _____

1. Signature/Stamp on behalf of

Name: Rizwan Mehboub

Desig: OWNER

Dated: 09-07-2021

WITNESS

Hussain

Rizwan Mehboub

M/S RIZWAN MEHBOOD TRANSPORT CO.
Sole Proprietor



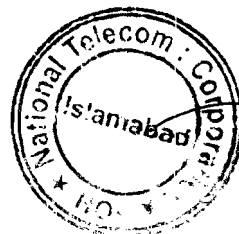
NATIONAL TELECOMMUNICATION CORPORATION

HEADQUARTERS G-5/2 ISLAMABAD

TENDER DOCUMENTS

**Rendering Transport Services for Pick & Drop of NTC HOs
Employees**

Tender Notice # HQ/ADV-22/2020-21



INSTRUCTIONS TO THE BIDDERS

1. SCOPE OF TENDER

- 1.1 National Telecommunication Corporation intends to hire transport services (01×35 Seat Bus (at-least)of very good condition (2000 Model or new), non-AC) for Pick and Drop of NTC HQs employees on rate running contract basis for a period of one year.
- 1.2 The services will be hired for 05×working days i.e. Monday to Friday.
- 1.3 The bus shall drop NTC HQs staff at 0800 Hrs sharp and pick them from NTC HQs at 1600Hrssharp (Monday to Friday)

2. ELIGIBLE BIDDERS

Tendering is open to all firms who meet following criteria.

- a. Have relevant experience of at least 3 years of providing such services to other organizations like PTCL/SCO/NTC or any other Govt. Offices/Private Offices in Pakistan.
- b. Duly registered with the income tax and sales tax department of Pakistan (if applicable).
- c. The seating capacity of bus should be at least 35 passenger seats.
- d. The Bus should be at least 2000 Model.
- e. Never been black listed from any government organization (**In this regard the bidders shall submit an undertaking on judicial paper**).
- f. The bidders shall submit relevant certificate/documents pertaining to serial # a to e.

Note: Bidder must submit documentary proof against all eligibly criteria.

3. 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.

4. CLARIFICATIONS OF TENDER DOCUMENTS

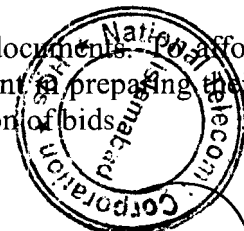
A prospective bidder requiring any clarification(s) in respect of tender documents may notify Director (Procurement) NTC HQs (Tel: 051-9245833, Fax: 051-9245719)in writing well before (approximate 05 working days or more) the deadline for the submission of bids. Copies of NTC response will be forwarded to all prospective bidders (if not already clarified in the tender or deemed necessary for the bidder).

5. AMENDMENT OF TENDER DOCUMENTS

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

6. PREPARATION OF BID

Bid should be prepared considering "**Single stage-Single envelope**" procedure.



7. LANGUAGE, DOCUMENTS

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

8. PRICE

- 8.1 Prices should be quoted in Pak Rupees inclusive all the government taxes (if applicable)
- 8.2 The price quoted should be firm, final, and clearly written/typed without any ambiguity on printed letter pad.
- 8.3 The rates / prices shall be entered against each item in the list at Annexure "A". Any item against which no rate or price is entered and left blank by the bidder shall be deemed covered by the rates / prices for other items in Annexure "A".
- 8.4 The bidder shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.

9. TENDER SECURITY / EARNEST MONEY

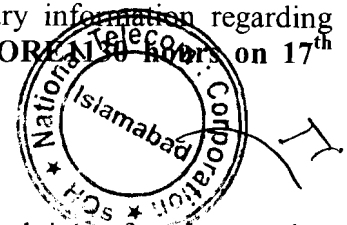
- 9.1 The bidder shall furnish a tender security/ earnest money of PKR 100,000/- value in the form of Bank Draft or a Bank guarantee issued by a scheduled bank of Pakistan in favour of NTC valid for a period of 120 days beyond the bid validity date.
- 9.2 Any bid not accompanied by an acceptable tender security shall be rejected by the NTC as non-responsive.
- 9.3 The tender securities / earnest money of the unsuccessful bidders will be returned upon award of contract / purchase order 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.
- 9.4 The tender security of the successful bidder will be returned upon submission of performance security and signing of contract.

10. VALIDITY OF BIDS

Bid shall remain valid for **120 days** from the date of opening.

11. DEADLINE FOR SUBMISSION OF BID

- 11.1 The bid shall be delivered in person or sent by the registered mail which should reach office of the Director (Procurement) Room # 05, Ground Floor, NTC HQ, G-5/2 Islamabad on or before **1100 hours on dated 17th June, 2021.**
- 11.2 Bid should be submitted in sealed envelope having necessary information regarding tender notice and warning message "**DO NOT OPEN BEFORE 1100 hours on 17th June, 2021.**"
- 11.3 No open, e-mailed or faxed bid will be accepted.
- 11.4 Any bid received by the NTC concerned officer after the date and time of tender opening will be returned unopened to such bidder.



11.5 No bid may be modified or withdrawn by a bidder after the deadline for submission of bids.

12. OPENING OF BID

12.1 The NTC tender committee will open the bids at **1130 hours on dated 17th June, 2021** in the presence of bidder's representatives who choose to attend, at the office of Director (Procurement), NTC HQ G-5/2 Islamabad.

12.2 The bidder's name, 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.

12.3 The tender committee will resolve any issue raised by the bidders, on the spot.

12.4 The tender committee reserves the right to reject any one or all bids without assigning any reasons.

13. RESPONSIVENESS OF BIDS

13.1 The valid bid security is submitted

13.2 The bid is valid till required period

13.3 The bid prices are firm during its validity and inclusive of all taxes, duties etc

13.4 Completion period offered is within specified limits

13.5 The bidder is eligible to tender and possesses the requisite experience

13.6 The bid does not deviate from basic technical requirements

13.7 The bid is generally in order etc.

14. EVALUATION OF BIDS

14.1 Initially eligibility conditions will be evaluated. The bidders fulfilling the eligibility conditions will be further evaluated for award of contract.

14.2 The quoted prices will also be compared with previous rates / prevailing market rates.

14.3 A bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

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

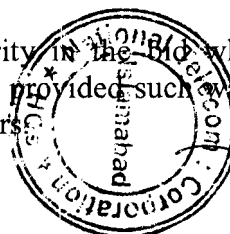
14.5 It will be examined in detail whether the bids comply with the commercial / contractual conditions of the tender documents. It is expected that no major deviation/stipulation shall be taken by the bidders.

14.6 Arithmetical errors will be rectified as per rules & financial comparison will be made on the basis of evaluated quoted bid prices. During the correction of Arithmetical errors, the unit price shall prevail.

14.7 The evaluation committee may seek any clarifications from any or all bidders.

14.8 It will be examined in detail whether the services offered by the bidder complies with the requirements laid down in tender documents.

14.9 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.



- 14.10 No bidder shall contact NTC on any matter relating to its tender from the time of Opening to the time of contract/order is awarded.
- 14.11 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.
- 14.12 Contract will be awarded to lowest evaluated bidder.

15. CLARIFICATIONS / CORRECTIONS OF BID

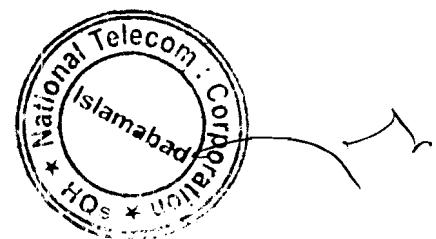
- 15.1 To assist in the examination, evaluation and comparison of the bids the committees, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 15.2 Arithmetical errors will be rectified on the following basis:
- 15.3 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.
- 15.4 If the bidder does not accept the corrected amount of bid, his bid will be rejected and his tender security forfeited.

16. COMPLIANCE CERTIFICATE

The bidder will furnish a compliance certificate with the bid as per enclosed Annexure-B.

17. AWARD CRITERIA & NTC'S RIGHT

- 17.1 The contract/purchase order will be awarded to substantially responsive lowest evaluated bidder, provided that such bidder has been determined to be qualified to satisfactorily perform the order.
- 17.2 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.



IMPORTANT CONDITIONS OF CONTRACT / PURCHASE ORDER

1. SCOPE OF WORK:

This arrangement shall ensure the following:

Provision of rational and hindrance free transport services (Pick & Drop) for NTC HQs employees, Monday to Friday.

2. RESPONSIBILITIES/OBLIGATIONS OF THE CONTRACTOR

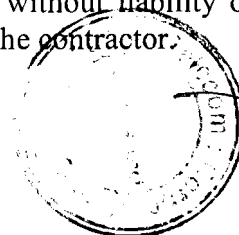
The Contractor shall undertake the following assignments:

- 2.1 Provision of services (01×35 seat at-least bus of very good condition, at least 2000 Model) along-with driver for pick and drop of NTC HQs employees.
- 2.2 The Contractor shall not subcontract any part or the whole of the works. The contractor shall not subcontract any part of the work without the consent of NTC.
- 2.3 The contract will be responsible to provide alternate transport arrangement/bus in case of any malfunctioning of the bus.
- 2.4 Provision of driverhaving CNIC and valid HTV driving license of the driver(s) for driving bus.
- 2.5 Provision of POL, repair/maintenance of bus, token taxes of bus, toll taxes/chungietc shall be responsibilities of the contractor.
- 2.6 The Contractor shall employ experienced Personnel required to carry out the Services and shall provide the detail of personnel detailed for execution.
- 2.7 All expenditures of bus e.g. diesel/CNG, repair & maintenance of bus, puncture, challan(s) shall be responsibilities of the contractor. Further, in case of any accident, contractor shall be responsible for repair of bus.
- 2.8 The behavior of bus staff with NTC employees must be courteous and polite.
- 2.9 The contractor shall not indulge into correspondence with unconcerned offices and organizations within or outside NTC Officer authorized in this connection is given below:-

*Director (Admin &Coord),
National Telecommunication Corp, HQ Islamabad.*

*Director (Procurement),
National Telecommunication Corp, HQ Islamabad.*

- 2.11 The contractor shall conform in all respects with the provisions of all Federal Provincial and Local Laws, Regulations and any other Laws for the time being in force in Pakistan including all regulations or by-laws of any local or other duly constituted authority within Pakistan which may be applicable to the performance of the contract and the rules and regulations of public bodies and companies whose property or rights are affected or may be affected in any way by the works (hereinafter referred to as "State laws") and shall give all notices and pay all fines required to be given or paid thereby and shall keep indemnified against all penalties of every kind for breach of any of the same. For the term of the contract, as far as reasonably practicable and without liability on its part, NTC shall provide such information as may be required by the contractor.



3. RESPONSIBILITIES OF NTC

✓3.1.1 Following will be the responsibilities of NTC

3.2 All the payments will be made on monthly basis by the CFO NTC HQs through Director (Admin &Coord) NTC HQs Islamabad.

4. NTC PROJECT DIRECTOR/ ULTIMATE CONSIGNEE.

4.1 Director (Admin &Coord) NTC HQ will be the Project Director from NTC side. He will co-ordinate with the contractor for the satisfactory completion of contract.

5 CONTRACTOR PERSONNEL

5.1 General

The Contractor shall employ experienced driver(s) to carry out the Services and shall provide the detail of personnel detailed for execution along with copy of his CNIC and valid HTV driving license.

6. DURATION OF CONTRACT

The contract shall remain valid for the period of **12 months** from the date of signing of the contract. However it can be extended for further two more year(s) on mutual agreement of both parties subject to satisfactory performance of the contractor. If extension in contract is required then the same will be made as per initial contract rates and the same terms & conditions.

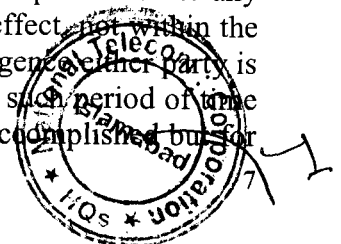
7. LIQUIDATED DAMAGES & FORFEITING PERFORMANCE BOND

If the contractor fails to execute the services in professional manner NTC may forfeit the performance bond submitted by the contractor after issuance of Show Cause Notice to the contractor.

8. FORCE MAJEURE

8.1 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.

8.2 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 07 (seven) 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. 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 causes 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. The terms 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 4 (four) 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. 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.

9. PERFORMANCE SECURITY

- 9.1 The contractor shall furnish performance bond of **PKR 100,000/-** issued by any scheduled bank of Pakistan valid for a period of 12-months at the time of confirmation. NTC has the right to confiscate the performance security in case of default during the period. This performance security will be released by NTC after successful completion of the warranty period.
- 9.2 The performance securities shall be further extended if required by NTC due to default of contractor.
- 9.3 The performance securities will be released upon successful completion of contract. Failure of the contractor to complete the work or render the required services within retention of guarantee will result in confiscation of performance security.

10. TERMS OF PAYMENT

- 10.1 Monthly payments shall be payable to contractor by CFO NTC HQs through Director (Admn & Coord) NTC HQs.

11. CONTRACTOR'S NEGLIGENCE

The contractor shall indemnify NTC in respect of all injury or damage to any person or to any property against all actions, suites, claims, demands, charges and expenses or breach of statutory duty of the contractor, any sub-contractors before or after, the whole of the project has been finally accepted.

12. CONTRACTOR'S DEFAULT

- 12.1 If the Contractor;
- Have abandoned the Contract, or
 - Without reasonable excuse have failed to commence the Works
 - Despite previous warnings by NTC in writing, not be executing the works in accordance with the contract, or be neglecting to carry out his obligations under the Contract or cancel the Contract.
- 12.2 NTC will have the right to cancel the contract under the above clause, and it shall not be liable to pay to the Contractor any money on account of the contract. Moreover the performance bond deposited by the Contractor shall also be confiscated by the NTC under such circumstances.



13. ARBITRATION AND APPLICABLE LAW

- 13.1 Any dispute, disagreement or question arising out of or relating to or in consequence of this contract or relating to its execution or performance which cannot be settled amicably, shall be referred to arbitration to Chairman NTC. Only Chairman NTC will have sole authority in arbitration to decide. All the decisions will be made in view of Arbitration Act 1940.
- 13.2 Within 30 (thirty) days of receipt of notice by one party informing the other in writing that such dispute exists, the case would be referred for arbitration.
- 13.3 The arbitrator shall initiate arbitration proceedings at Islamabad. In case the arbitration does not reach on conclusion, then case would be referred to the court of Law.

14. TERMINATION FOR INSOLVENCY

With out prejudice or affecting of any right action or remedy which has accrued or will accrue there-after to NTC, NTC may at any time terminate the contract by giving written notice to the Contractor, without compensation to the Contractor if the Contractor becomes bankrupt or otherwise insolvent.

15. TERMINATION FOR CONVENIENCE

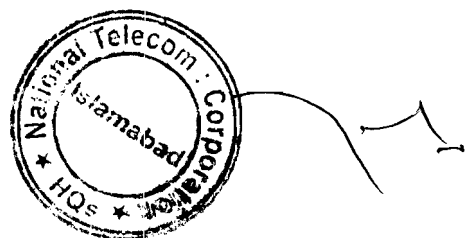
NTC may by written notice of three (01) months, sent to the contractor terminate the contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for NTC convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

16. ULTIMATE CONSIGNEE

Director (Admn & Coord)
NTC Headquarters Islamabad

17. AMENDMENTS IN CONTRACT

No variation in or modification of the terms of the contract shall be made except by written amendments signed by the both parties.



BILL OF QUANTITY

S.No.	Description	Price per month w/o services Tax (PKR)	Price per month with services Tax @ 16% (PKR)
OPTION-1:			
01	Provision of transport services (Pick & Drop of NTC HQs employees) Monday to Friday. Bus of at least 35 to 40 seats, Non-AC, 2005 Model or New		
OPTION-2:			
01	Provision of transport services (Pick & Drop of NTC HQs employees) Monday to Friday. Bus of at least 50 seats, Non-AC, 2000 Model or New		

Option-1:

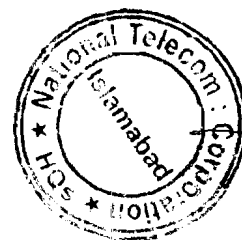
Total price for a period of 01× year (**without** services Tax) (PKR) = _____

Total price for a period of 01× year (**with** services Tax) (PKR) = _____

Option-2:

Total price for a period of 01× year (**without** services Tax) (PKR) = _____

Total price for a period of 01× year (**with** services Tax) (PKR) = _____



COMPLIANCE SHEET

Clause.#	Description	Complied	Not Complied	Partially complied (give details)
1	Scope of tender			
2	Eligible bidders			
3	Cost of tendering			
4	Clarification of tender docs			
5	Amendment of tender docs			
6	Preparation of bid			
7	Language, Documents			
8	Price			
9	Tender Security/Earnest Money			
10	Validity of bids			
11	Deadline for submission of bid			
12	Opening of bids			
13	Responsiveness of bids			
14	Evaluation of bids			
15	Clarification/Correction of bid			
16	Compliance Certificate			
17	Award Criteria & NTC's Right			
Important Conditions of Contract/Purchase Order				
01	Scope of work			
02	Responsibilities /Obligations of the Contractor			
03	Responsibilities of NTC			
04	NTC Project Director/Ulimate Consignee			
05	Contractor Personnel			
06	Duration of contract			
07	Liquidated damages & Forfeiting of Performance bond			
08	Force Majeure			
09	Performance Security			
10	Terms of payment			
11	Contractor's Negligence			
12	Contractor's Default			
13	Arbitration & Applicable Law			
14	Termination for Insolvency			
15	Termination for Convenience			
16	Ultimate Consignee			
17	Amendments in the Contract			



FORMAT OF BANK GUARANTEE FOR BID SECURITY

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

To,

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

Dear Sir,

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

WE HEREBY AGREE AND UNDERTAKE:

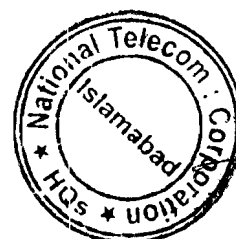
- i. To make unconditional payment _____ to you on demand without further question or reference to the Tenderer in case of withdrawal or modification of bid or any default or non-execution of the Contract or refusal to accept order by the Tenderer from the date of opening of bids until the expiry of 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: _____



BANK GUARANTEE FOR PERFORMANCE BOND

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

FROM: _____

TO,
THE CHAIRMAN,
NATIONAL TELECOMMUNICATION CORPORATION
HEAD QUARTERS G-5/2
ISLAMABAD.

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

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

WE HEREBY AGREE:

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

Dated This Day of _____

Authorized Signature: _____
& Seal of bank

Witness: _____

Sworn & Sign before me
this day of.... ..
by. _____

