

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. | <u>National Telecommunication Corporation</u> |
| ➤ FEDERAL / PROVINCIAL GOVT. | <u>Federal Govt Autonomous Body</u> |
| ➤ TITLE OF CONTRACT | <u>Hiring of Transport Services for Pick and</u>
<u>Drop of NTC HQs Employees on Rate</u>
<u>Running Frame Agreement Basis</u> |
| ➤ TENDER NUMBER | <u>HQ/ADV-05/2024-25</u> |
| ➤ BRIEF DESCRIPTION OF CONTRACT | <u>Hiring of Transport Services for Pick and</u>
<u>Drop of NTC HQs Employees on Rate</u>
<u>Running Frame Agreement Basis</u> |
| ➤ TENDER VALUE | <u>PKR 5,056,044/-</u> |
| ➤ ENGINEER'S ESTIMATE
(for civil Works only) | <u>N/A</u> |
| ➤ ESTIMATED COMPLETION PERIOD | <u>One Year Rate Running Contract</u> |
| ➤ WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? | <u>Yes</u> |
| ➤ ADVERTISEMENT: | |
| (i) PPRA Website (Federal Agencies) (If yes give date and PPRA's tender number) | <u>TS549233E dated: 08-10-2024</u> |
| (ii) News Papers | <u>Daily Express (10-10-2024) and</u>
<u>The News (10-10-2024)</u> |

TENDER OPENED ON (DATE & TIME)

29th October, 2024 @ 1130 Hrs

- | | |
|----------------------------------|---------------------------------|
| ➤ NATURE OF PURCHASE | <u>Local</u> |
| ➤ EXTENSION IN DUE DATE (If any) | <u>No (as per above)</u> |

- NUMBER OF TENDER DOCUMENTS SOLD **Twenty (20)**
(Attach list of Buyers) **downloads through EPADS**
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS **Yes**
(If yes enclose a copy).
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS **Yes**
(If yes enclose a copy).
- WHICH METHOD OF PROCUREMENT WAS USED:- (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____ ☐ **Yes**
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. ☐
- c) TWO STAGE BIDDING PROCEDURE. _____ ☐
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. _____ ☐
- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.)
- WHO IS THE APPROVING AUTHORITY **MD NTC**
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING. **NA**
- NUMBER OF BIDS RECEIVED **One (01)**
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER **Yes**
- WHETHER INTEGRITY PACT WAS SIGNED **Yes**

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – II

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Public Contracts of Works, Services & Goods Worth Fifty
Million Rupees or More

- NUMBER OF BIDDERS PRESENT AT THE TIME OF
OPENING OF BIDS **One (01)**

- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER **M/s Ibran Ali Abbasi Bus**
Transport Services, Shop No. 4-B, Safdar Mansion, Blue Area, Islamabad.
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID).
NA (single bidder)

NEED ANALYSIS (Why the procurement was necessary?) **Welfare service for NTC**
HQs Employees

- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE
REASONS (Briefly describe) **No**
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ
OUT AT THE TIME OF OPENING OF BIDS **Yes (Through EPADS)**

- DATE OF CONTRACT SIGNING **11th December, 2024** (Attached copies of
agreement)

- CONTRACT AWARD PRICE **PKR 5,056,044/-**
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL
BIDDERS **Results Announced**

- ANY COMPLAINTS RECEIVED **No**

- ANY DEVIATION FROM SPECIFICATIONS GIVEN
IN THE TENDER NOTICE/DOCUMENTS **No**

- DEVIATION FROM QUALIFICATION CRITERIA **No**
- SPECIAL CONDITIONS, IF Any
(Give Brief Description)

No Special Conditions

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



National Telecom

**NATIONAL
TELECOMMUNICATION
CORPORATION**

HEADQUARTERS G-5/2 ISLAMABAD

EPADS E-TENDER DOCUMENTS

**Hiring of Transport Services for Pick & Drop of NTC
HQs Employees on Rate Running Frame Agreement
Basis**

EPADS Tender Notice # HQ/ ADV-05/ 2024-25

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SECTION-I

INSTRUCTIONS TO THE BIDDERS**1 INVITATION TO e-BIDS****Tender Notice No. HQ/ADV-05/2024-25**

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

Tender No.	Description of Service	Date & Time of Bid Submission	Opening Date & Time
05	Hiring of Transport Services for Pick & Drop of NTC HQs Employees on Rate Running Frame Agreement Basis	29-10-2024 @ 11:00 Hrs.	29-10-2024 @ 11:30 Hrs.

2. e-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).

3. 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 and on 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



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 Act. NTC provides Telecommunication Services to its designated customers in accordance with the rights and privileges granted to the Corporation vide the Act and the license issued by the Pakistan Telecommunication Authority (PTA). NTC is registered with Federal and all Provincial Sales Tax Authorities including FBR, Punjab Revenue Authority, Sindh Revenue Board, Baluchistan Revenue Authority and Khyber Pakhtunkhwa Revenue Authority.

2.2 Scope of Work

NTC intends to hire transport services of One Bus with installed seating capacity for at-least 52 passengers in very good condition, having year 2000 Model or latest non-AC for Pick and Drop of NTC HQs employees on rate running frame agreement basis for a period of one year. As per following schedule:

- a) The services will be hired for 05 × working days i.e. Monday to Friday or as notified by Government of Pakistan/NTC from time to time.
- b) The bus shall drop NTC HQs staff at 08:30 Hours sharp and pick them from NTC HQs at 16:30 Hours sharp (Monday to Friday) or as notified by Government of Pakistan / NTC from time to time as per route plan at **Annex-B**.

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 firm must be registered with taxation departments of Pakistan as active taxpayers.
- 3.2 The firm must have experience of at least three (03) years of providing such services to Govt organizations or private Organization.
- 3.3 The bus shall have installed/available seating capacity of at least 52 passengers.
- 3.4 The Model of the bus shall be 2000 or latest.
- 3.5 Undertaking on at-least PKR 100/- Judicial stamp paper of the following:
 - 3.5.1 The firm is not black listed from any government organization.
 - 3.5.2 The firm is not involved in litigation with any government organization.
 - 3.5.3 The bidder does not have any linkage with Israel or India regarding ownership, sponsoring and financing

Note: *Prospective Bidder Must Provide Valid Documentary Proof against serial # (3.1-3.7) along with the bid. Non-Submission of any of above document will lead to Consideration of a firm as NON-RESPONSIVE & Sub-sequent NON-CONSIDERATION for the evaluation.*

4 COST OF TENDERING

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

5 CLARIFICATIONS OF TENDER DOCUMENTS

A prospective bidder requiring any clarification(s) regarding may inquire through EPADS Platform to NTC. The concerned NTC officer will respond to any request for clarification, which receives well before (approximate 05 working days or more) to the deadline for the submission of bids. Moreover for coordination, the bidder may contact Director (Procurement)/DE (Procurement) NTC HQs Islamabad, (Phone: 051-9245833, 051-9245864 Email: kashif.nawaz@ntc.org.pk, shaukat.ali@ntc.org.pk).

6 AMENDMENT OF TENDER DOCUMENTS

- 6.1 At any time prior to the deadline for submission of bids, the NTC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by issuing addendum/amendment/corrigendum 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.
 - a. The bidder shall clearly mention the name of bidder & necessary information in bold & legible letters to avoid any confusion.
 - b. Bid documents and all correspondence will be in English language.
 - c. The bid should have a scanned 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. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bid to act for and on behalf of the bidder. In addition, all the pages of the submitted bid must be numbered.
- 7.2 Following documents shall be submitted with the proposal:
 - a. Duly filled Bill of Quantity as per **Annex-A**.
 - b. Duly filled commercial compliance statement as per **Annex-C**.
 - c. Tender security as per bidding documents.
 - d. Documentary evidence and undertaking as per clause # 3.
 - e. Company Profile

NOTE:

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

8 LANGUAGE OF BID DOCUMENTS

- 8.1 Bid documents and all correspondence will be in English or Urdu 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 prices should be valid for duration of the contract i.e. One Year.
- 9.5 The prices shall remain fixed throughout the duration of contract unless there is 20% or higher fuel price increase then fuel price adjustment as per clause 17 of Section-II of RFT will be made.
- 9.6 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. 100,000/- (Pak Rupees One Hundred Thousand Only)** in the form of pay order or Deposit at Call or a Bank guarantee as per **Annex-C** issued by a scheduled bank of Pakistan or from a foreign bank duly counter guarantee by a scheduled bank in Pakistan in favor of NTC valid for a period of at least 120 Days from the date of tender opening.
- 10.2 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.
- 10.3 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 the deadline for submission of bid. 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.
- 10.4 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 bid 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 on or before **1100 hours on dated 29th October, 2024**.

12.2 The bidders are required to follow procedure of EPADS and for any clarification/assistance regarding EPADS they may contact PPRA Helpline UAN: 051-111-137-237.

12.3 Bid received other than EPADS i.e. hard/Soft copy delivered in person or through e-mail or fax or registered mail will be not accepted by NTC.

13 MODIFICATION & WITHDRAWAL OF BID

13.1 Any bidder may modify or withdraw their bid on EPADS prior to the submission of bids.

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

14 OPENING OF BID

14.1 The NTC tender committee will download the bids at **1130 hours on dated 29th October, 2024** in the presence of bidder's representatives who choose to attend, at NTC HQ G-5/2 Islamabad.

14.2 The bidder's name, bid prices, any discount, the presence or absence of tender security, and such other details as the committee at its discretion may consider appropriate, will be announced at the tender opening.

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

14.4 The tender committee reserves the right to reject any one or all bids prior acceptance of a bid / proposal.

15 RESPONSIVENESS OF BIDS

15.1 The tender security is submitted.

15.2 The bid is valid till required period.

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

15.4 The bidder is eligible to tender and possesses the requisite experience.

15.5 The bid does not deviate from basic tender requirements.

15.6 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."

16 EVALUATION CRITERION

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

16.2 Eligibility Criteria Evaluation

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

16.3 Commercial Evaluation:

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

- 16.4 Any minor informality or non-conformity or in the bid which does not constitute a material deviation may be waived by NTC, provided such waiver does not prejudice or affect the relative ranking of any other bidders. Any bid which does not comply to the commercial compliance statement as per Annex-C will be rejected by NTC.

16.5 Financial Evaluation:

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

- 16.6 The bid of eligible, commercially compliant with financially lowest evaluated bid shall be considered **most advantageous bid**.
- 16.7 Contract will be awarded to most advantageous bid.
- 16.8 The cost of making good and deficiency resulting from any quantifiable variations and deviations from the tender schedules and conditions of the contract, as determined by the NTC will be added to the corrected total bid price for comparison purpose only.
- 16.9 No bidder shall contact NTC on any matter relating to its tender from the time of opening to the time of contract is awarded.
- 16.10 Any effort by a bidder to influence NTC in the tender evaluation, bid comparison or order award decision may result in the rejection of his bid.

17 CLARIFICATIONS / CORRECTIONS OF BID

- 17.1 To assist in the examination, evaluation and comparison of the bids the committee, at its discretion, may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 17.2 Arithmetical errors will be rectified on the following basis:
If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures

the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected.

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

18 COMMERCIAL COMPLIANCE STATEMENT

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

19 AWARD CRITERIA & NTC'S RIGHT

- 19.1 The contract will be awarded to substantially responsive, eligible, commercially compliant, lowest evaluated bidder i.e. Most Advantageous Bidder, provided that such bidder has been determined to be qualified to satisfactorily perform the order.
- 19.2 The NTC reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids, at any time prior to award of order, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the NTC's action.

20 NOTIFICATION OF AWARD & SIGNING OF CONTRACT AGREEMENT

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

SECTION-II

TERMS & CONDITIONS OF CONTRACT

1 PERFORMANCE SECURITY

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

2 CONTRACTORS RESPONSIBILITIES

The Contractor shall undertake the following assignments:

- 2.1 Provision of services 2000 or latest model 52 seater installed capacity in very good condition, 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 contractor shall be responsible to provide alternate transport arrangement/bus in case of any malfunctioning of the bus.
- 2.4 Provision of driver having CNIC and valid HTV driving license for driving the bus.
- 2.5 Provision of POL, repair/maintenance of bus, token taxes of bus, toll taxes/chungi etc 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 to NTC.
- 2.7 All expenditures of bus e.g. diesel, 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; officers authorized in this connection are given below:-
 - a) **Director (Admin &Coord),**
National Telecommunication Corp, HQ Islamabad.
 - b) **Director (Procurement),**
National Telecommunication Corp, HQ Islamabad.
- 2.10 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.

- 2.11 The contractor shall follow the route as attached to the RFT or as amended by Ultimate Consignee NTC HQs from time to time.

3 NTC's RESPONSIBILITIES

Project Director will be responsible for day to day coordination for successful execution of this contract.

4 DURATION OF THE CONTRACT

- 4.1 The contract shall remain in force for a period of one (01) year. The contractor shall provide daily services as defined in scope of work on regular basis throughout the duration of the contract / Frame Agreement.

5 LIQUIDATED DAMAGES / PENALTY CHARGES

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

6 ACCEPTANCE CERTIFICATE

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

7 TERMS OF PAYMENT

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

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

8 CONTRACTOR'S NEGLIGENCE

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.

9 DEFAULT BY CONTRACTOR

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

10 ARBITRATION AND APPLICABLE LAW

- 10.1 The Contract will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.
- 10.2 NTC and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.3 Any dispute, disagreement or question arising out of or relating to or in consequence of this contract or relating to its execution or performance which cannot be settled amicably, shall be referred to arbitration to Chairman/MD NTC. Only Chairman/MD NTC will have sole authority in arbitration to decide. All the decisions will be made in view of Arbitration Act 1940.
- 10.4 Within 30 days of the said notice, one arbitrator shall be nominated in writing by NTC and one arbitrator shall be nominated in writing by the Contractor.
- 10.5 The arbitration shall initiate arbitration proceedings at Islamabad. In case the arbitration does not reach on conclusion, then case would be referred to the court of Law.
- 10.6 Each party shall bear the cost of its own arbitrator and the cost of the third arbitrator shall be borne equally by both parties.
- 10.7 This Agreement shall be governed under Pakistani law and the Courts at Islamabad shall have exclusive jurisdiction over any matter that may need to be referred to a Court under this Agreement.
- 10.8 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.
- 10.9 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. Such notice shall state that 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 or his nominee who shall provide a personal hearing to [private party] and render a decision thereon within a period of thirty (30) days. In the personal hearing conducted pursuant to this clause, [private party] shall not be represented by a legal practitioner within the meaning of the Legal Practitioners and Bar Councils Act, 1973.
- 10.10 If [private party] is aggrieved of the decision of the Managing Director, National Telecommunication Corporation or his nominee rendered under clause (ii) hereof, [private party] may refer the dispute to arbitration within thirty (30) days 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.

- 10.11 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 no longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure.
- 11.3 The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Pakistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other cause similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome.
- 11.4 The term of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding 12 (twelve) months from performing or accepting performance, the party concerned shall have the right to terminate this contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement
- 11.5 If a Force Majeure situation arises, the Contractor shall promptly notify NTC in writing of such conditions and the cause thereof. Unless otherwise directed by NTC in writing, the supplier shall continue to perform its obligations under the

contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12 TERMINATION FOR INSOLVENCY

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

13 TERMINATION FOR CONVENIENCE

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

14 PROJECT DIRECTOR/ULTIMATE CONSIGNEE

Director (Admin) NTC HQs Islamabad

15 DEBARMENT / BLACKLISTING OF FIRM

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

- 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.

15.2 Managing Director NTC will constitute a committee comprising of three NTC officers and they will investigate the matter in connection with allegation of corrupt, fraudulent, coercive or collusive practices or illegally harassment or threat. Moreover, the committee shall also accord adequate opportunity of being heard to the contractor who is to be debarred / blacklisted. The said committee

will forward its clear recommendations for the approval of Managing Director NTC.

- 15.3 The debarment shall be for a reasonable specified period of time, commensurate with the seriousness of the cause. However, the debarment period shall not exceed from three years. Moreover, NTC also reserves the right of permanent blacklisting of a contractor subject to severity of the corrupt or fraudulent practices.

16 INTEGRITY

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

17 FUEL PRICE ADJUSTMENT

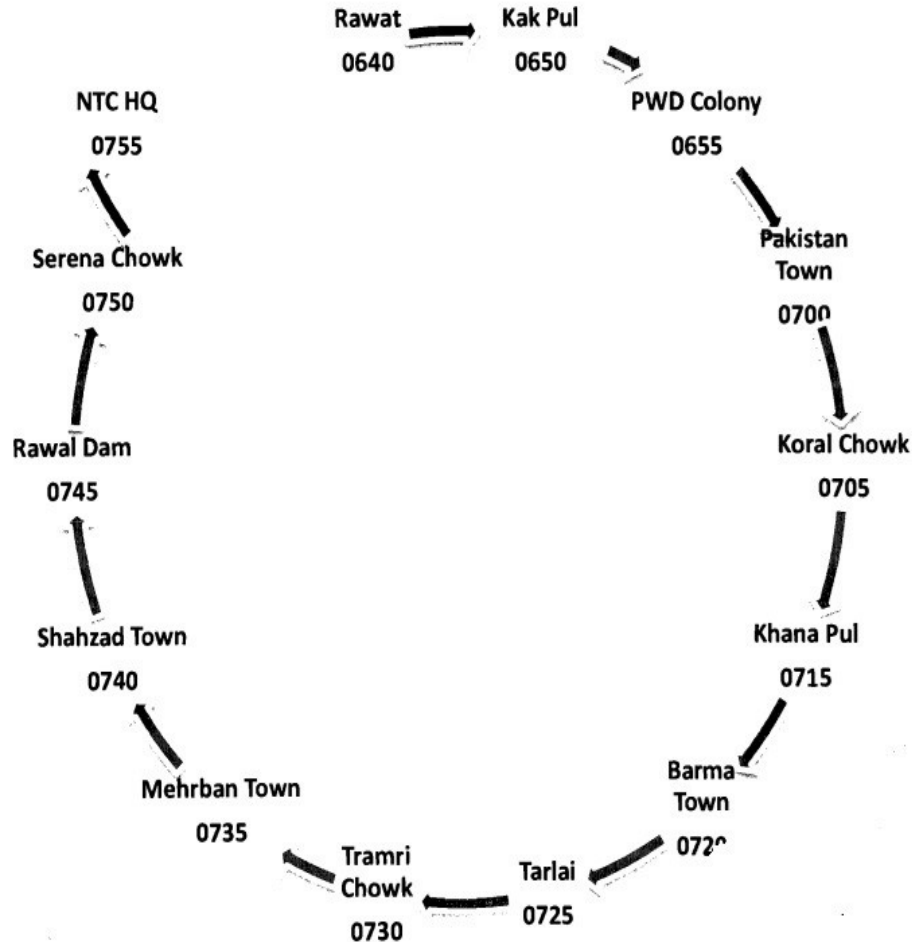
- 17.1 In case of fuel price increased from contract signing date, then fuel price adjustment for the relevant month in contract price will be made in following manner:

S.No	POL Price increase in PKR	Fuel Price adjustment in PKR
1	< 20 % increase in fuel Price	0% increase in contract price
2	≥ 20 % < 50 % increase in fuel Price	5% increase in contract price
3	≥ 50 % < 75 increase in fuel Price	10% increase in contract price
4	≥ 75 % < 100 increase in fuel Price	15% increase in contract price
5	≥ 100 % increase in fuel Price	20% increase in contract price

Annex-A: Bill of Quantity					
Sr.	Description	Qty.	A/U	Price per month w/o services Tax (PKR)	Price per month with services Tax @ 16% (PKR)
1	Provision of transport services (Pick & Drop of NTC HQs employees) Monday to Friday. Bus with installed capacity of at least 52 seats, Non-AC, 2000 or latest Model	01	Job		
Total Monthly Amount (Inclusive of all Taxes)					
Total Yearly Amount (Inclusive of all Taxes)					

Annex-B: Pickup/Drop Route

Route for Private Bus (Morning)



Note: The above illustration is for route plan only; The bus shall drop NTC HQs staff at 08:30 Hrs sharp and pick them from NTC HQs at 16:30 Hrs sharp (Monday to Friday) or as notified by Government of Pakistan / NTC from time to time

Annex-C: 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	Award Criteria & NTC's Right			
20	Notification of Award & Signing of Contract Agreement			
	Contract Conditions			
1	Performance Security			
2	Contractor Responsibilities			
3	NTC's Responsibilities			
4	Duration and Extension in Contract			
5	Liquidity Damages/Penalty Charges			
6	Acceptance Certificate			
7	Terms of Payment			
8	Contractor's Negligence			
9	Default by contractor			
10	Arbitration & Applicable Law			
11	Force Majeure			
12	Termination for Insolvency			
13	Termination for Convenience			
14	Project Director			
15	Debarment/Blacklisting of Firm			
16	Integrity			
17	Fuel Price Adjustment			

Annex-D: 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-E: Performance Bond Format

Bank Guarantee No.-----

Date of Issue -----

Valid upto -----

Value (Rs.) -----

FROM: _____
TO,

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

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

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

WE HEREBY AGREE:

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

Dated This Day of

Authorized Signature:

& Seal of bank

Witness: _____

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

FINAL EVALUATION REPORT

(As per Rule 35 of PP Rules, 2004)

1. Name of Procuring Agency: National Telecommunication Corporation
2. Method of Procurement: Open Competitive Bidding
3. Title of Procurement: Hiring of Transport Services for Pick and Drop of NTC HQs Employees on Rate Running Frame Agreement Basis
4. Tender Inquiry No.: HQ/ADV-05/2024-25
5. PPRA Ref. No. (TSE): TS549233E
6. Date & Time of Bid Closing: 29-10-2024 @ 1100 Hrs
7. Date & Time of Bid Opening: 29-10-2024 @ 1130 Hrs
8. No of Bids Received: One (01)
9. Criteria of Bid Evaluation: Clause 16 of Section-I of RFT
10. Details of Bid(s) Evaluation:


Name of Bidder	Marks		Evaluated Cost	Rule/Regulation/SBD*/Policy/ Basis of Rejection/ Acceptance as per Rule 35 of PP Rules, 2004
	Technical (if applicable)	Financial (if applicable)		
M/s Ibran Ali Abbasi Bus Service	N/A	N/A	PKR 5,056,044/-	Qualified

11. **Most Advantageous Bidder:** M/s Ibran Ali Abbasi Bus Service



Shaukat Ali

Divisional Engineer (Procurement), NTC



Kashif Nawaz

Director (Procurement), NTC

CONTRACT

BETWEEN

NATIONAL TELECOMMUNICATION
CORPORATION

AND

M/s Ibran Ali Abbasi Bus Transport Service

FOR

Tender Notice # HQ/ADV-05/2024-25

**Hiring of Transport Services for Pick &
Drop of NTC HQs Employees on Rate
Running Frame Agreement Basis**

Frame Contract Agreement No: HQ/24-25/Bus Transport/Ibran

Dated: 17th December, 2024

Ibran Ali Abbasi
Bus Service
Rawalpindi, Islamabad



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Ibrar Ali Abbasi
Bus Service
Rawalpindi Islamabad






FRAME CONTRACT AGREEMENT

: HQ/24-25/Bus Transport/Ibran

THIS FRAME CONTRACT AGREEMENT is made at Islamabad on this 11th day of December, 2024 by and between **NATIONAL TELECOMMUNICATION CORPORATION, Headquarters, G-5/2, Islamabad (PAKISTAN)** (hereinafter called "NTC") of the one part,

AND

M/s Ibran Ali Abbasi Bus Transport Servicez Shop # 4-B, Safdar Mansion, Blue Area, Islamabad. Cell # 0333-5546035 (hereinafter called "**CONTRACTOR**") Of the Other part.

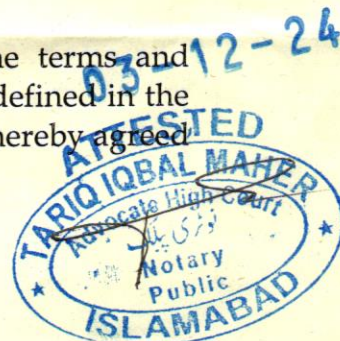
WHEREAS, NTC desires to **Hire Transport Services** (hereinafter called "**services**") for Pick & Drop of NTC HQs Employees to be **rendered** on Rate Running Frame Contract Agreement basis through the contractor

AND WHEREAS, the contractor has made their offer No. Nil dated **28-10-2024** and all subsequent clarifications from the date of submission of the offer up to the date of signing of the contract. and they are willing to oblige to NTC as defined herein and as described in the **Annex "A"** attached hereto, under the terms and conditions set forth herein.

NTC accepted the offer of the contractor for provision of services as per **Annex-A** on rate running frame contract agreement basis for a period of one year. The total contract value is **PKR.5,056,044/- (Pak Rupees Five Million Fifty-Six Thousand and Forty-Four Only) inclusive of Tax** at monthly rate of **PKR.421,337/- (Pak Rupees Four Hundred Twenty-One Thousand Three Hundred and Thirty-Seven Only inclusive of Tax).**

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

[Signature]
Bus Serv. of
Rawalpindi Islamabad.



۱۲/۱۲/۸۴ مورخہ

زیر تحریر ۱۱/۱۱/۸۴

عبدالعلی عباسی پور محمد ظفر کوٹلہ راولپنڈی
7-7869656-101

ذات بیان کرنا

میں کی دوسری دکان کی طرف سے اس شخص کے لیے جاری ہے

ابن علیہ


ABID ALI
Stamp Vendors Lic. No. 587/001/2010
ALTA ENTERPRISES
Office # 2-A, 23 West Ground Floor, Zakia Aziz Plaza,
China Chowk, Fazal-e-Haq Road, Blue Area, Islamabad.
Cell: 0300-9733022
03-12-24

FRAME CONTRACT AGREEMENT

THIS FRAME CONTRACT AGREEMENT is made at Islamabad on this 11th day of December 2024 by and between NATIONAL TELECOMMUNICATION CORPORATION (hereinafter "NTC") (hereinafter called "NTC") of the one part

AND

M/s. Iqbal Ali Abbas Bus Transport Services Shop # 18, Blue Area, Islamabad (hereinafter called "CONTRACTOR") of the other part

WHEREAS, NTC desires to hire Transport Services (hereinafter called "services") for Pick & Drop of NTC Employees to be rendered on late evening frame contract

AND WHEREAS, the contractor has made then and there 28-10-2024 and all other terms and conditions of the contract as mentioned in the Annexure A and B of the contract and which are hereby accepted by NTC as detailed herein and as described in the Annexure A and B of the contract and which are hereby accepted by NTC as detailed herein

NTC accepted the offer of the contractor for providing the services as per Annexure A and B of the contract and as mentioned in the Annexure A and B of the contract and which are hereby accepted by NTC as detailed herein and as described in the Annexure A and B of the contract and which are hereby accepted by NTC as detailed herein

NOW THEREFORE, this contract is made in consideration of the sum of Rs. 100,000/- (One Lakh Rupees only) which shall be paid to the contractor as detailed in the Annexure A and B of the contract and which are hereby accepted by NTC as detailed herein

ATTESTED
Public Notary
Islamabad

Notary Public
Islamabad

1 DEFINITIONS

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

- 1.1 **"Frame Contract Agreement/Contract"** means this contract between NTC and Contractor, and together with any Annexes attached and any valid amendment, any supplementary agreements and succeeding amendments thereto, form an integral part of this Frame Contract Agreement;
- 1.2 **"Contractor"** is defined in the preamble;
- 1.3 **"Scope of Work" or "SOW"** means the scope of work as described in the Contract;
- 1.4 **"Bill of Quantities" or "BOQ"** means the bill of quantities specified (but not limited to) in (Annex-A) attached to the contract;
- 1.5 **"Contract Period"** shall mean validity period of this contract, commencing from the Effective Date of Contract, and continuing until all the rights and obligations of both Parties have been performed as per (Annex-A);
- 1.6 **"Effective Date of Contract"** means the date on which this contract comes into effect, which shall be December 1, 2024, irrespective of the date of signing.
- 1.7 **"Acceptance Certificate" or "AC"**, means a Provisional Acceptance Certificate and/or the Final Acceptance Certificate, as applicable, to be issued by NTC to the Contractor upon successful supply of goods in accordance with the terms and conditions of this contract;
- 1.8 **"Sub-Contractor"** means any subcontractor selected by the contractor subject to the prior written approval of NTC, which may not be withheld unreasonably, or the purpose of carrying out obligations of the Contractor under the contract;
- 1.9 **"Contractor's Personnel"** means the person or persons for the time being or from time to time duly appointed by the Contractor to act for the purpose of the Contract;
- 1.10 **"Unit Price"** means the unit price as stated in the BOQ;
- 1.11 **"PKR" or "Pak Rupees"** shall mean the lawful currency of the Islamic Republic of Pakistan;
- 1.12 **"Year", "Month", "Week" and "Day"** are respectively the Gregorian calendar year, month, week and day.

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


Ibran Ali Abbasi
Bus Service
Rawalpindi, Islamabad.



2 SCOPE OF WORK

NTC intends to hire transport services of One Bus with installed seating capacity for at-least 52 passengers in very good condition, having year 2000 Model or latest non-AC for Pick and Drop of NTC HQs employees on rate running frame agreement basis for a period of one year. As per following schedule:

- a) The services will be hired for 05 ×working days i.e. Monday to Friday or as notified by Government of Pakistan/NTC from time to time.
- b) The bus shall drop NTC HQs staff at 0825 Hours sharp and pick them from NTC HQs at 1630 Hours sharp (Monday to Friday) or as notified by Government of Pakistan / NTC from time to time as per route plan at **Annex-B**.

3 PRICES

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

4 FUEL PRICE ADJUSTMENT

In case of fuel price increased from contract signing date, then fuel price adjustment for the relevant month in contract price will be made in following manner:

S.No	POL Price increase in PKR	Fuel Price adjustment in PKR
1	< 20 % increase in fuel Price	0% increase in contract price
2	≥ 20 % < 50 % increase in fuel Price	5% increase in contract price
3	≥ 50 % < 75 increase in fuel Price	10% increase in contract price
4	≥ 75 % < 100 increase in fuel Price	15% increase in contract price
5	≥ 100 % increase in fuel Price	20% increase in contract price

5 CONTRACT DURATION

The contract shall remain in force for a period of one (01) year from effective date of contract i.e. **01-12-2024**. The contractor shall provide daily services as defined in scope of work on regular basis throughout the duration of the contract / Frame Agreement.

Ibran Ali Abbasi
Bus Service
Rawalpindi Islamabad



6 PERFORMANCE SECURITY

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

7 CONTRACTOR's RESPONSIBILITIES

The Contractor shall undertake the following assignments:

- 7.1 Provision of services 2000 or latest model 52 seater installed capacity in very good condition, along-with driver for pick and drop of NTC HQs employees.
- 7.2 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.
- 7.3 The contractor shall be responsible to provide alternate transport arrangement/bus in case of any malfunctioning of the bus at no extra cost to NTC.
- 7.4 In case contractor fails to provide alternate arrangement in the wake of malfunctioning of the bus, NTC shall arrange transport service at the risk and Cost of the contractor.
- 7.5 Provision of driver having CNIC and valid HTV driving license for driving the bus.
- 7.6 Provision of POL, repair/maintenance of bus, token taxes of bus, toll taxes/chungi etc shall be responsibilities of the contractor.
- 7.7 The Contractor shall employ experienced personnel required to carry out the services and shall provide the detail of personnel to NTC.
- 7.8 All expenditures of bus e.g. diesel, 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.
- 7.9 The behavior of bus staff with NTC employees must be courteous and polite.
- 7.10 The contractor shall not indulge into correspondence with unconcerned offices and organizations within or outside NTC; officers authorized in this connection are given below: -
- a) **Director (Admin & Coord),**
National Telecommunication Corp, HQ Islamabad.
 - b) **Director (Procurement),**
National Telecommunication Corp, HQ Islamabad.



7.11 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.

7.12 The contractor shall follow the route as per **Annex-B** or as amended by Ultimate Consignee NTC HQs from time to time.

8 NTC's RESPONSIBILITIES

Project Director will be responsible for day to day coordination for successful execution of this contract.

9 ACCEPTANCE CERTIFICATE

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

10 TERMS OF PAYMENT

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

10.1 **Hundred percent (100%)** Monthly payment shall be payable to the contractor upon successful provisioning of services which shall be proved by Acceptance Certificate (AC) issued by ultimate consignee/Project Director. The contractor shall furnish invoice; The NTN & GST number of NTC & the contractor shall be clearly mentioned on commercial invoice (NTC NTN # 1218153-6, NTC GST # 07-01-9802-013-64).

10.2 All the payments shall be made through cross cheque in the Pak Rupees.

10.3 Taxes will be deducted as per government rules at the time of payment.

10.4 All the payments will be made by Finance wing NTC through Director (Admin) NTC HQs.

11 DEFAULT BY CONTRACTOR

11.1 If the contractor fails to provide services, refuses or fails to comply with a valid instruction of the NTC, the NTC may give notice and stating the default.

11.2 If the contractor has not taken all practicable steps to remedy the default within 14 days after receipt of NTC notice, the NTC may by a second notice cancel the purchase order and contract and the performance securities will be confiscated.



12 ARBITRATION AND APPLICABLE LAW

- 12.1 The contract will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.
- 12.2 NTC and the contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 12.3 Any dispute, disagreement or question arising out of or relating to or in consequence of this contract or relating to its execution or performance which cannot be settled amicably, shall be referred to arbitration to Chairman/MD NTC. Only Chairman/MD NTC will have sole authority in arbitration to decide. All the decisions will be made in view of Arbitration Act 1940.
- 12.4 Within 30 days of the said notice, one arbitrator shall be nominated in writing by NTC and one arbitrator shall be nominated in writing by the contractor.
- 12.5 The arbitration shall initiate arbitration proceedings at Islamabad. In case the arbitration does not reach on conclusion, then case would be referred to the court of Law.
- 12.6 Each party shall bear the cost of its own arbitrator and the cost of the third arbitrator shall be borne equally by both parties.
- 12.7 This Agreement shall be governed under Pakistani law and the Courts at Islamabad shall have exclusive jurisdiction over any matter that may need to be referred to a Court under this Agreement.

13 FORCE MAJEURE

- 13.1 The contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 13.2 If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure.
- 13.3 The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and



verified by the Diplomatic Mission in Pakistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other cause similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome.

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

14 TERMINATION FOR INSOLVENCY

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

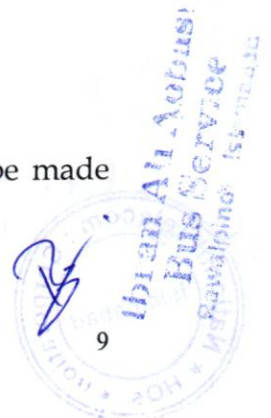
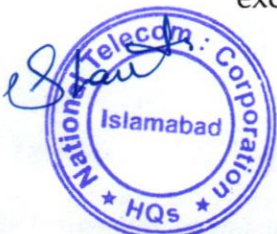
15 TERMINATION FOR CONVENIENCE

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

16 PROJECT DIRECTOR/ ULTIMATE CONSIGNEE Director (Admin & Coord) NTC HQs Islamabad

17 AMENDMENTS IN CONTRACT

- 17.1 No variation in or modification of the terms of the Contract shall be made except by written amendments signed by the parties.



17.2 NTC may at any time but at least thirty (30) days prior to the delivery of the services, intimate by official email and followed by a written letter given to the Contractor, change within the general scope of the Contract.

18 DEBARMENT / BLACKLISTING OF FIRM

18.1 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.

18.2 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.

18.3 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.



19 PRIORITY OF DOCUMENTS

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

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

20 INTEGRITY

20.1 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.

20.2 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.

20.3 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.

21 NOTICES

21.1 Purchaser's address

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

21.2 Contractor's address

**M/s Ibran Ali Abbasi Bus Transport Service
Shop # 4-B, Safdar Mansion, Blue Area, Islamabad.
Cell # 0333-5546035**

22 LANGUAGE

The official language of this Contract shall be English Language.



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:

23 SIGNATURES:

FOR AND ON BEHALF OF
M/s Ibran Ali Abbasi Bus Transport
Service



Name: IBRAN ABBASI

Ibran Ali Abbasi
Bus Transport
Rawalpindi



Witness

FOR AND ON BEHALF OF
NATIONAL TELECOMMUNICATION
CORPORATION



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



SHAUKAT ALI

DE (Proc)-I NTC HQ.

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

ANNEX-A: BILL OF QUANTITY

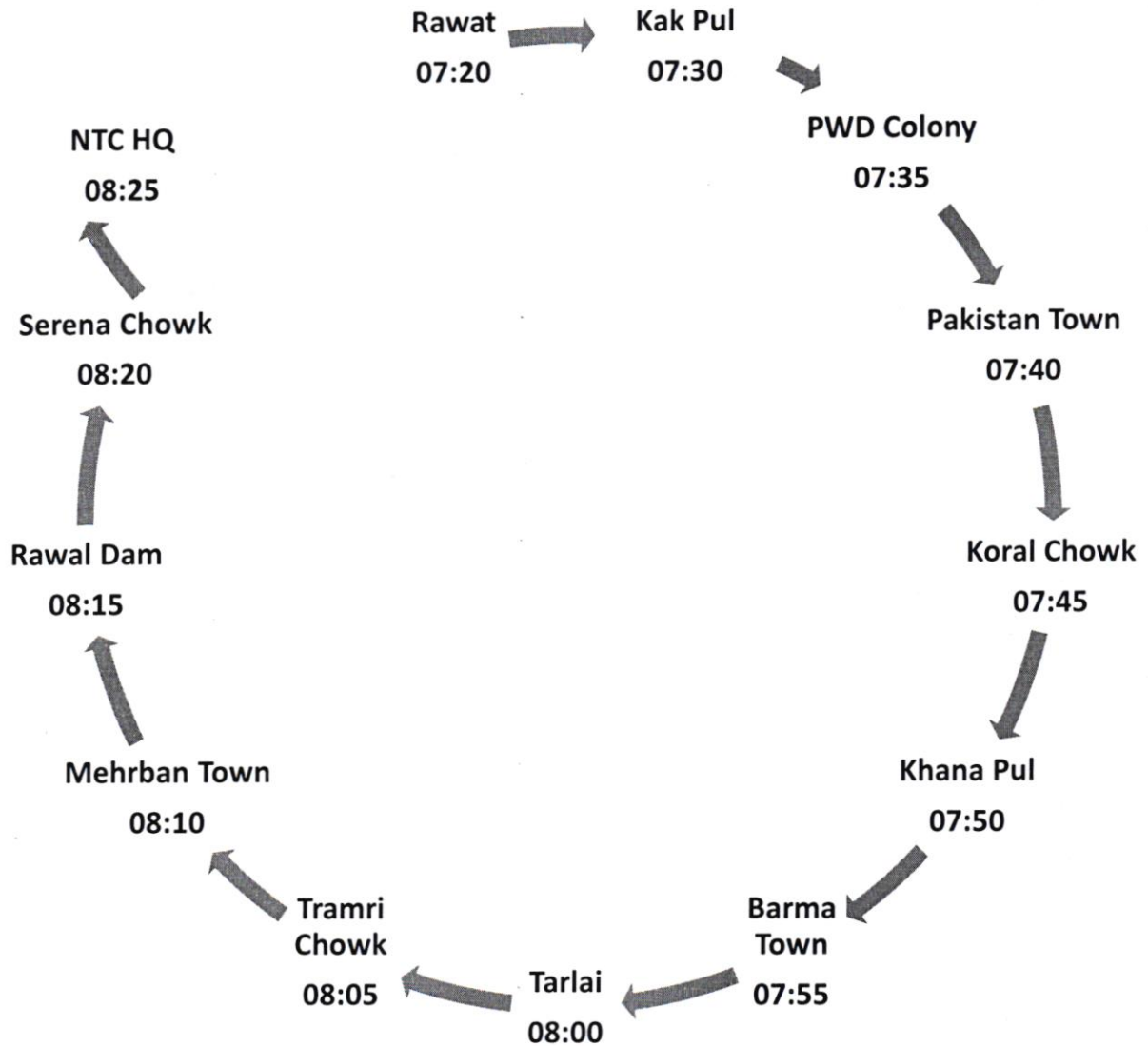
Sr.	Description	Qty.	A/U	Price per month w/o services Tax (PKR)	Price per month with services Tax @ 15% (PKR)
1	Provision of transport services (Pick & Drop of NTC HQs employees) Monday to Friday. Bus with installed capacity of at least 52 seats, Non-AC, 2000 or latest Model	01	Job	366,380/-	421,337/-
Total Monthly Amount (Inclusive of all Taxes)					421,337/-
Total Yearly Amount (Inclusive of all Taxes)					5,056,044/-



Ibran Ali Abbas
Bus Service
Rawalpindi Islamabad.



ANNEX-B: ROUTE PLAN



Note: The above illustration is for Morning route plan only; the evening route will follow the reverse order. The bus shall drop NTC HQs staff at 0825 Hrs sharp and pick them from NTC HQs at 1630 Hrs sharp (Monday to Friday) or as notified by Government of Pakistan / NTC from time to time



Ibran Ali
Bus Service
Rawalpindi Islamabad

