NATIONAL TELECOMMUNICATION CORPORATION

HEADQUARTERS G-5/2, ISLAMABAD

Terms of Contract

FOR

Provision of Postal Services for NTC HQs for a Period of Three (03) Years

Through EPADS 2.0

e-Tender Notice # HQ/ADV-04/2026-27

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TERMS & CONDITIONS OF CONTRACT

1 PERFORMANCE SECURITY

1.1 The successful bidder shall furnish to the NTC a performance security equivalent to **PKR. 500,000/- (Pak Rupees Five Hundred Thousand Only)** in the shape of Pay order or CDR or bank guarantee valid for a period of 39 months as per prescribed proforma prior to the 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 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 CONTRACT DURATION

The contract shall remain in force for a period of three (03) year. The contractor shall provide recurring services on regular basis throughout the duration of the contract.

3 MAIL TRACKING SYSTEM

The Contractor shall provide and maintain an online tracking system for all consignments dispatched under the Contract. The system shall enable NTC to monitor the status and delivery progress of consignments through unique tracking numbers and shall provide details including date/time of dispatch, movement history, delivery status, and proof of delivery. The Contractor shall ensure availability, accuracy, and reliability of tracking information throughout the Contract period and shall provide access/reporting facilities to NTC as required.

4 CONTRACTORS RESPONSIBILITIES

4.1 The Contractor shall collect, transport, and deliver all consignments entrusted by NTC safely and securely within the prescribed delivery timelines.

4.2 The Contractor shall provide and maintain an online tracking system for real-time status monitoring of consignments and shall provide access/reporting facilities to NTC as required.

4.3 The Contractor shall maintain confidentiality and security of all documents/consignments and shall not disclose or misuse any information contained therein.

4.4 The Contractor shall provide proof of delivery (POD) and periodic delivery reports, including details of undelivered consignments with reasons for non-delivery.

4.5 The Contractor shall be responsible for arranging all necessary manpower, transportation, equipment, and other resources required for satisfactory execution of the Services.

5 NTC'S RESPONSIBILITIES

5.1 NTC shall ensure timely handover of properly packed and addressed postal items to the Contractor through designated focal persons.

5.2 NTC shall provide accurate dispatch details and facilitate coordination for smooth collection, transmission, and delivery of postal items.

5.3 NTC shall grant reasonable access to its premises for collection and delivery during agreed working hours.

5.4 NTC shall review and verify monthly performance and, upon satisfactory services, issue the Acceptance Certificate in accordance with the contract.

5.5 NTC shall process payments to the Contractor as per contract terms after verification of services rendered.

6 ACCEPTANCE CERTIFICATE

6.1 After successful rendering of postal services for each month, the Contractor shall submit a completion report to the Project Director. Upon satisfactory verification of the services, the Project Director shall issue an Acceptance Certificate in favor of the Contractor.

6.2 In case of undelivered letters/parcels, the Project Director shall notify the Contractor for re-dispatch in accordance with the Complaint Management Clause. If any letters/parcels remain undelivered after expiry of the complaint resolution period, the Acceptance Certificate shall indicate the number and percentage of undelivered letters/parcels against the total dispatched in the respective region.

7 LIQUIDATED DAMAGES

7.1 In case the Contractor fails to deliver any consignment within the stipulated overnight delivery timeline (i.e., delivery on the next working day after dispatch), Liquidated Damages at the rate of 10% of the applicable delivery charges of such delayed consignment shall be imposed.

7.2 In case of non-delivery, no payment shall be made for such consignment. Repeated failure to meet the overnight delivery commitment shall render the Contractor liable for action under the Contract, including termination.

8 PAYMENT

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

8.1 **Hundred percent (100%)** Monthly payment shall be payable to the contractor against successfully delivered parcels which shall be proved by Acceptance Certificate (AC) issued by Project Director. The contractor shall furnish commercial and tax 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).

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

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

8.4 All the payments will be made by Finance wing NTC through Project Director.

9 PROJECT DIRECTOR

Director (Admin) NTC HQs Islamabad
Email: Fatima.khan@ntc.org.pk

10 AMENDMENTS IN CONTRACT

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

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

11 DEFAULT BY CONTRACTOR

11.1 If the contractor fails to supply the items, 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 working days after receipt of NTC notice, the NTC may by a second notice cancel the contract and performance security will be confiscated.

12 ARBITRATION AND APPLICABLE LAW

12.1 This Agreement shall be governed under Pakistani law and the Courts at Islamabad shall have exclusive jurisdiction over any matter that may be referred to a Court under this Agreement.

12.2 In the event that any dispute arises between the Parties under this Agreement, one Party shall issue notice to the other Party to mutually negotiate a resolution to the dispute. If the negotiations fail to resolve the dispute within seven (7) days of receipt of the notice, the dispute shall be referred to the Managing Director, National Telecommunication Corporation ("MD") or his nominee who shall provide a personal hearing to Contractor and render a decision thereon within a period of thirty (30) days. In the personal hearing conducted pursuant to this clause, the Contractor shall not be represented by a legal practitioner within the meaning of the Legal Practitioners and Bar Councils Act, 1973.

12.3 If the Contractor is aggrieved of the decision of the MD or his nominee rendered under clause (12.2) hereof, the Contractor may refer the dispute to arbitration within thirty (30) days of the date of the decision of the MD or his nominee under the Arbitration Act, 1940 or any law that the Arbitration Act, 1940 is repealed, amended, or modified by at the time of referral of the dispute to arbitration. The arbitration shall be conducted before a Sole Arbitrator to be appointed by the consent of the Parties. The seat and venue of arbitration shall be at the National Telecommunication Corporation Headquarters, Sector G-5/2, Islamabad. The arbitration and the award thereof shall be conducted in the English language.

12.4 The costs and fees of the Sole Arbitrator shall be shared by the Parties equally. A Party shall bear the costs and fees of its legal practitioners and other personnel that a Party engages for the arbitration unless otherwise awarded by the Sole Arbitrator.

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 not longer period and such cause shall as for 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 bidder, without any compensation to bidder. If the bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to action to the NTC.

15 TERMINATION FOR CONVENIENCE

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

16 DEBARMENT / BLACKLISTING OF FIRM

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

a. Consistent failure to provide satisfactory performance.

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

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

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

17 INTEGRITY

17.1 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.

17.2 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.

17.3 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.

18 DECLARATION OF BENEFICIAL OWNERS' INFORMATION

18.1 The "Declaration of Beneficial Owners' Information of Public Procurement Contract Awarded Regulations, 2022" require that the contractor shall be bound to provide beneficial ownership information as per prescribed proforma.