



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

**HEADQUARTERS G-5/2, ISLAMABAD**

## **Contract Terms and Conditions**

**FOR**

**Outsourcing of Services for Cleaning of Main Façade at NTC HQs  
for a Period of Three Years**

**e-Tender Notice # HQ/ADV-06/2026-27**

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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 05% of the total contract value, in the shape of bank guarantee as per **Annex-D** issued from any scheduled bank of Pakistan valid for a period of 36 months prior to signing of the 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

- 2.1 The Contractor shall execute the Services in accordance with the Scope of Work, the terms and conditions of this Contract, and the instructions issued by NTC from time to time.
- 2.2 The Contractor shall ensure that each deployed personnel is paid at least the salary defined in Annex-A (Bill of Quantities), Column "b", without delay or unauthorized deduction.
- 2.3 The Contractor shall ensure that the wages/salaries of all personnel deployed under this Contract for a particular calendar month are disbursed **on or before the 20th day of the same calendar month**. Under no circumstances shall the payment of wages/salaries for any month be delayed beyond the last day of that month. The Contractor shall be solely responsible for ensuring timely credit of wages/salaries into the respective bank accounts of the deployed personnel. In the event of a major religious festival (e.g. Eid-ul-Fitr, Eid-ul-Azha, Christmas, Holi/Diwali etc), the Contractor shall ensure that the wages/salaries of the affected personnel are credited sufficiently in advance to enable them to receive the payment before such occasion. The Contractor shall furnish documentary evidence of salary disbursement to NTC whenever so required
- 2.4 The Contractor shall register all deployed personnel with relevant statutory bodies, including EOBI, Social Security, Group Life Insurance, and any other applicable welfare schemes, and shall ensure compliance with all applicable labour laws of Pakistan.
- 2.5 The Contractor shall issue official identification cards to all deployed personnel to ensure proper identification, access control, attendance monitoring, and security compliance during duty hours, including shift-based operations.
- 2.6 The Contractor shall deploy competent, medically fit, and adequately trained personnel in sufficient numbers to ensure uninterrupted execution of the Services throughout the Contract period.
- 2.7 The Contractor shall provide, maintain, and replace, at its own cost, all equipment, machinery, lifting/access equipment, tools, cleaning materials, consumables,

uniforms, and personal protective equipment (PPE) necessary for the satisfactory execution of the Services.

- 2.8 The Contractor shall ensure that all equipment, including Temporary Suspended Access Platforms, Vertical Mast Lifts, and any other access equipment deployed at Site, is safe, properly maintained, fit for purpose, and operated only by competent personnel in accordance with the applicable safety requirements and manufacturers' instructions.
- 2.9 The Contractor shall comply with all applicable occupational health, safety, and environmental laws, regulations, and standards, and shall take all necessary precautions to safeguard personnel, NTC property, and members of the public during execution of the Services.
- 2.10 The Contractor shall be solely responsible for any loss, damage, accident, injury, or death arising out of or in connection with the execution of the Services due to the negligence, omission, or default of the Contractor, its personnel, or its subcontractors.
- 2.11 The Contractor shall immediately replace any personnel who are absent, found incompetent, guilty of misconduct, or whose continued deployment is considered undesirable by NTC, without any additional cost to NTC.
- 2.12 The Contractor shall ensure that the deployed personnel maintain proper discipline, courteous behavior, cleanliness, and professional conduct while on NTC premises and shall comply with all security procedures, access restrictions, and lawful instructions issued by NTC.
- 2.13 The Contractor shall ensure that the Services are carried out in a manner that does not unnecessarily disrupt the normal operations of NTC and shall promptly remove all waste, debris, and cleaning residues generated during execution of the Services.
- 2.14 The Contractor shall promptly report any damage, defect, safety hazard, or unusual condition observed on the building façade or surrounding areas to the designated representative of NTC.

### **3 NTC RESPONSIBILITIES**

- 3.1 NTC shall provide the Contractor reasonable access to the Site and the areas covered under the Scope of Work for execution of the Services.
- 3.2 NTC shall designate an authorized representative to coordinate with the Contractor for scheduling, supervision, inspection, and certification of the Services.
- 3.3 NTC shall facilitate access of the Contractor's personnel and equipment to NTC premises, subject to compliance with NTC's security procedures and access control requirements.
- 3.4 NTC shall inspect the Services performed by the Contractor and communicate any deficiencies or observations requiring rectification.
- 3.5 NTC shall process payments due to the Contractor in accordance with the terms and conditions of the Contract, subject to satisfactory performance of the Services and submission of all required invoices, documents, and statutory compliance records.
- 3.6 NTC may require the Contractor to revise the cleaning schedule or deploy additional manpower, equipment, or other resources where considered necessary

for satisfactory execution of the Services. Any resulting financial implications shall be governed strictly in accordance with the provisions of this Contract.

#### **4 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 rate running contract.

#### **5 COMMENCEMENT OF SERVICES**

The Contractor shall commence provision of services under this contract with effect from **September 1<sup>st</sup>, 2026** ("Effective Date") and shall continue to perform the services in accordance with the terms and conditions of this Contract.

#### **6 LIQUIDATED DAMAGES**

Unless the failure to render services is caused by force majeure or delay is not on part of NTC, If the contractor fails to deliver services as per contract, the contractor shall pay to NTC Headquarters as penalty charges as under:

- a) Deduction of applicable per day payment in case of non-provision of services.
- b) 2.5% of total monthly payment per week up to maximum of 10% of total monthly payment in case of non-provision of quality/standard services.
- c) Deduction of per day applicable payment against individual, in case of unauthorized absence of personnel on working days.

#### **7 ACCEPTANCE CERTIFICATE**

Project Director NTC shall issue acceptance certificate in favor of contractor at the end of each month upon verification of satisfactory performance of the contractor, and verification of attendance during the month.

#### **8 PAYMENT**

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

- 8.1 100% payment will be made by Finance wing NTC HQ through Director (Admin) NTC HQ after issuance of Acceptance Certificate. The contractor will submit the invoice in triplicate to Director (Admin) NTC HQ.
- 8.2 Director (Admin) NTC HQs shall verify the invoice in accordance with the services rendered.
- 8.3 All the payments shall be made through cross cheque in the Pak Rupees.
- 8.4 Taxes will be deducted as per government rules at the time of payment.

#### **9 CONTRACTOR'S NEGLIGENCE**

- 9.1 The contractor will indemnify NTC against actual losses, subject to limitation of liability not exceeding 10% of the prevailing contract value as detailed hereinafter for loss and / or damage to property and / or persons of NTC arising from negligence errors or omissions or default and / or infidelity during period of this contract and arising out of and in the course of the performance by the contractor of its obligations under this contract. However, the said clause will be governed by prevailing laws of Islamic Republic of Pakistan.

- 9.2 The laws of Islamic Republic of Pakistan shall prevail in case of any inconsistency / anomaly.

## 10 CONTRACT CLOSURE

- 10.1 The Contract shall automatically expire upon completion of three (03) years from the date of commercial commencement, unless extended by mutual written agreement of the parties under the governing laws of the time.
- 10.2 Upon expiry or termination of the Contract, the contractor shall ensure uninterrupted availability of the services until the effective date of closure and shall provide reasonable transition support, if required, for a period not exceeding One Hundred and Twenty (120) days.
- 10.3 All outstanding payments for services satisfactorily rendered up to the date of expiry or termination shall be settled in accordance with the Contract.
- 10.4 Termination or expiry of the contract shall not relieve either party of any accrued rights, liabilities, penalties, or obligations that have arisen prior to the effective date of termination.

## 11 DEFAULT BY CONTRACTOR

- 11.1 If the contractor fails to execute the work, 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 the preceding clause hereof, the Contractor may refer the dispute to arbitration within thirty (30) days of the date of the decision of the MD or 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 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.

## **15 TERMINATION FOR CONVENIENCE**

Without prejudice to the contractor, the NTC may send a written notice to the contractor, 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**

**Director (Admin & Coord)**

NTC HQs Sector G/2 Islamabad

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

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

- a) Consistent failure to provide satisfactory performance.
- b) Contractor becomes insolvent.
- c) Existence of judicial decision against a contractor in respect of a corrupt or collusive practice.
- d) Submission of false and spurious documents, making false statements and allegations to gain undue advantage.
- e) Commission of fraud.
- f) Contractor abandons the contract.
- g) Contractor without reasonable excuse fails to commence the work 'or' suspends the progress of work for 14 days.
- h) Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- i) Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration with sales tax authorities, Pakistan Engineering council etc, giving false evidence, furnishing of false information of serious nature.

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

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

## 18 INTEGRITY

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

## 19 DECLARATION OF BENEFICIAL OWNERS' INFORMATION

The "Declaration of Beneficial Owners' Information of Public Procurement Contract Awarded Regulations, 2022" require that the contractor shall be bound to provide beneficial ownership information as per Performa attached as **Annex-E**.