

R. 1560-EP/21  
23/7/21

OFFICE OF THE DIRECTOR GENERAL PAKISTAN POST OFFICE  
ISLAMABAD

No: Proc. 10-1/2021

Dated at Islamabad-44080, the,

15 July, 2021

Subject: PUBLICATION OF CONTRACT AWARDS ON PPRA'S WEBSITE  
WITHOUT ANY REFERENCE TO THE AMOUNT OF CONTRACT.

The undersigned is directed to enclose herewith instructions issued by the PPRA letter No. 1 (5) / M & E/PPRA/2018/263 dated 01-07-2021 on the subject noted above for strict compliance and implementation.

2. Kindly acknowledge the receipt.

Place agreement with 360 on  
website. <sup>m</sup>  
15/7/21  
S(EP)

(Tooba Batool)  
Assistant Deputy Director General (P)  
Ph No: 051-9260253

1. The additional Director General (Admn), (FS), (Ops) and (A & F), Dte- General, Pakistan Post, Islamabad.
2. The Postmaster General, Sindh Province, Karachi.
3. The Postmaster General, Punjab Province, Lahore.
- 4-11. The Postmaster's General, Karachi/ Lahore / Hyderabad / Multan /Rawalpindi /Islamabad / Peshawar / Quetta.
- 12-13. The General Manager's, Postal Life Insurance, Karachi / Lahore.
14. The Director, FCO, Postal Staff College, Islamabad.
- 15-16. The Deputy Director General (Admn.) / (SI), Dte- General, Pakistan Post, Islamabad.
- 17-21. The Director (Admn.) / (FS & Ins) / (IM) / (IPS) & (IT), Dte- General, Pakistan Post, Islamabad.
22. The Superintending Engineer, Dte- General, Pakistan Post, Islamabad.

Copy to:

1. Mr. Muhammad Zubair, Director General (M & E), Public Procurement Regulatory Authority, 1st Floor FBC Building Near State Bank, Sector G-5/2, Islamabad.  
The Section Officer (Admn & Gen), Ministry of Communications, Islamabad with reference to above mentioned letter.

Director (International Post)	
ADDG (OS)	
AD (IP)	
ASO (IP)	
Subdt (Proc.)	

19/7  
Mr. R.





Government of Pakistan  
Public Procurement Regulatory Authority  
(Monitoring & Evaluation Wing)

<><><>

IR-599 P-01/21  
08/07  
PPRA

No: 1(5)/M&E/PPRA/2018/263

Islamabad, the July 1, 2021

Subject: PUBLICATION OF CONTRACT AWARDS ON PPRA's WEBSITE  
WITHOUT ANY REFERENCE TO THE AMOUNT OF CONTRACT

Regulation (2) of Public Procurement Regulations, 2009 requires the procuring agencies to post the contracts over fifty million rupees on PPRA's website. However, in terms of Rule 47 of Public Procurement Rules, 2004, the procuring agencies are required to make all the documents related to the evaluation of the bid and award of contract public (without any reference to the contract amount). In case, publication of any of such information is of the proprietary nature or its disclosure is against the public interest, it can be withheld with prior approval of the Authority only. Moreover, sections 5(2) (i) & 16 of PPRA Ordinance empower the Authority to call for any information from any functionary or institution in pursuance of its objectives.

2. PPRA intends to conduct statistical analysis of the procurement data in general and with specific reference to the small, medium and large enterprises and their contribution in the public procurement on the basis of most recent information. For this purpose, the information regarding all the contracts is essentially required for comprehensive statistical analysis, and developing any procurement strategy for the Small & Medium Enterprises (SMEs) while entering into the era of e-Procurement.

3. Keeping in view the above, all the Secretaries and Heads of the autonomous bodies are requested to issue instructions to all the departments attached or under the administrative control of their Ministry / Division, to ensure that all the documents related to the evaluation of the bid and award of contract (without any reference to the contract amount) be made public, and all such documents be provided to PPRA w.e.f. 1<sup>st</sup> July, 2021 for statistical analysis as well as for publishing the same on PPRA's website.

DY-DG(A) 7/7  
1764  
7/7/21

(Engr. Muhammad Zubair)  
Director General (M&E)

All the Federal Secretaries / Heads of the Organizations

CC:

Director (MIS), PPRA with a request to upload the same on the Authority's website for compliance.

Dir (Admin)

Dy. No. 1263

Dated 07-07-2021



-405/c- -300/c-

Page 1 of 2

## INTEGRITY PACT

### DECLARATION BY THE VENDOR FOR THE CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Title: BASELINE CONTRACT FOR THE MAINTENANCE OF  
DIFFERENT SOFTWARES IN PPOD

Dated: 29-02-2021

Contract Value: Rs. 26,100,000

M/S 360 Technologies (Pvt) Limited hereby declares that it has not obtained or induced the procurement of the subject contract, any right, interest, privilege or other obligation or benefit from Pakistan Post Office Department (PPOD), Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, M/S 360 Technologies (Pvt) Limited represents and warrants that it has 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, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of the above subject contract, right, interest, privilege or other obligation or benefit in whatsoever form from Pakistan Post Office Department (PPOD), except that which has been expressly declared pursuant hereto.

M/S 360 Technologies (Pvt) Limited certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Pakistan Post Office Department (PPOD) and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

*Farhan*  
29-01-2021



- 406/c - 301/2

Page 2 of 2

M/S 360 Technologies (Pvt) Limited 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 declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to Pakistan Post Office Department (PPOD) under any law, contract or other instrument, be voidable at the option of Pakistan Post Office Department (PPOD).

Notwithstanding any rights and remedies exercised by Pakistan Post Office Department (PPOD) in this regard, M/S 360 Technologies (Pvt) agrees to indemnify Pakistan Post Office Department (PPOD) for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Pakistan Post Office Department (PPOD) in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/S 360 Technologies (Pvt) as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right interest, privilege or other obligation or benefit in whatsoever form from Pakistan Post Office Department (PPOD).

M/S 360 Technologies (Pvt)  
Name: Farrukh Bilal Qureshi

Signature: .....

[Seal]



Pakistan Post Office Department  
Name: Farhan Ali Mirza

Signature: .....

**FARHAN ALI MIRZA**  
Assistant Deputy Director General (QS)  
Directorate General Pakistan Post  
Islamabad



BASELINE CONTRACT FOR THE MAINTENANCE OF DIFFERENT  
SOFTWARES IN PPOD

Components of the Contract are:

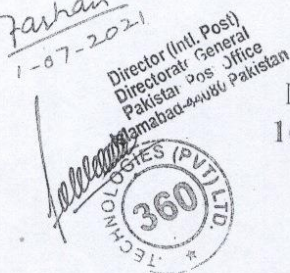
- Maintenance, Operation, Execution, troubleshooting, Application support (24/7), of already developed and running Postal Software Applications Namely Express Mail Track and Trace System (EMTTS), International Postal System (IPS).
- Maintenance, troubleshooting and integrating Mobile Delivery Updating System and Allied Dynamic Websites/apps
- Maintenance and Management of Customer Care Call Center and Complaints Management System for Pakistan Post.
- Provision of IT HR deployment.

BETWEEN

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF  
PAKISTAN THROUGH PAKISTAN POST OFFICE,  
AN ATTACHED DEPARTMENT OF MINISTRY OF  
COMMUNICATIONS, GOVERNMENT OF PAKISTAN,  
ISLAMABAD

AND

M/S 360 TECHNOLOGIES (PVT) LTD,  
16-D, 3RD FLOOR, SAFDAR MANSION,  
FAZAL-E-HAQ ROAD, BLUE AREA,  
ISLAMABAD.



BASELINE AGREEMENT FOR MAINTENANCE, OPERATION,  
EXECUTION, TROUBLESHOOTING, APPLICATION SUPPORT OF  
ALREADY RUNNING POSTAL SOFTWARE EMTTS, IPS, MOBILE  
DELIVERY UPDATE SYSTEM (MDUS) & ALLIED DYNAMIC WEBSITES/  
APPLICATION, COMPLAINT MANAGEMENT SYSTEM (CMS) WITH  
CALL CENTER AND FOR THE PROVISION OF IT HR DEPLOYMENT



This Agreement together with Appendices and all the documents annexed including tender notice/document hereto forming an integral part thereof is made this 1<sup>st</sup> day of July, 2021 between the Government of the Islamic Republic of Pakistan through Pakistan Post Office, an Attached Department of Ministry of Communications, Government of Pakistan, Islamabad hereinafter referred to as "Client" which expression shall, where the context so permits, includes its successors in office and assignees as the first Party and M/S 360 Technologies (Pvt.) Ltd, 16-D, 3rd floor, Safdar Mansion, Fazal-e-Haq Road, Blue Area, Islamabad, Register with SECP. (Which expression shall, where the context so admits, includes its administrators, successors in interest/office and permitted assignees) hereinafter referred to as the Contractor as the 2<sup>nd</sup> Party.

Whereas the Client is involved in provision of Postal Services including Express Post Services to the public at large in Pakistan intends to entrust the Contractor, the following services for the project titled "Baseline Agreement for Maintenance, Operation, Execution, Troubleshooting, Application Support of already working Postal Software EMTTS, IPS, Mobile Delivery Update System (MDUS) & allied Dynamic Websites/ Mobile Application, Complaint Management System (CMS) with Call Center and for the provision of IT HR Deployment":

- 1 Technical management and supervision of the system/ project.
- 2 System installation, debugging and maintenance of the Software Application.
- 3 Placement of technical staff at the designated stations/ locations.
- 4 Human Resource Development of postal officials/officers relating this Agreement.

*Fahim*  
1-07-2021

Dir. Gen. (Post)  
General Post Office  
Islamabad



Extension of system to other locations/stations under the directions of the Client.  
WHERE, the Contractor on the desire of Client has agreed to provide the services for maintaining, updating, troubleshooting and integrating the already running Express Mail Track & Trace System, IPS, Mobile Delivery Update System (MDUS) & Complaint Management System (CMS) with Call Center at the designated locations.

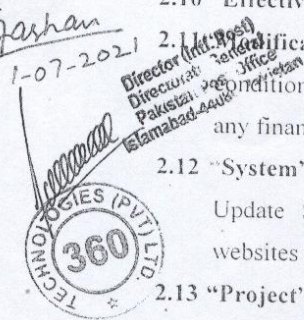
#### Definitions

Unless the context otherwise requires, the following terms wherever used in this Agreement, shall have the following meanings:-

- 2.1 "Technical Supervision" includes the technical supervision of the project and deployment of technical/ trained professional staff for technical operation and management of Express Mail Track & Trace System, IPS, Mobile Delivery Update System (MDUS) & Complaint Management System (CMS) with Call Center Project at all the locations covered by this Agreement.



- 2.2 "Maintenance" includes support for computer hardware/ networking equipment & networks (excluding parts & accessories) and support for the Software Applications:
- 2.3 "Operations" includes day to day operations of the project:
- 2.4 "Software Products" includes Desktop and web based applications for the Booking Offices (BOs), District Mail Offices (D.M.Os), Delivery Offices (D.Os) Headquarter's Website, Express Post website and all other related modules either existing or developed during the currency of this Agreement;
- 2.5 "Technical Team" includes Project Manager, I.T. Support Engineers, Software Designer, Software Engineers/ Programmers /Developers/ Testers/Database Administrators:
- 2.6 "Network Management" includes reconfiguration of Local Areas Network (LAN) Network Security & Virus Protection.
- 2.7 "Development of In-house Human Resource" includes training of all operational staff including Managers, Assistant Managers, clerks, supervisors, Officers and technical team of IT Wing of Pakistan Post.
- 2.8 "Internet Facility" includes DSL Internet connectivity for all the locations that are included in the scope (network) of the Project.
- 2.9 "Contractor Personnel" mean the personnel deployed by the Contractor for carrying out the services under this Agreement and whose complete particulars will be provided to the Client before deployment.
- 2.10 "Effective Date" means the 1<sup>st</sup> day of July, 2021
- 2.11 "Modifications of Agreement" means any modification in the terms and conditions of this Agreement agreed upon between the Parties in writing and any financial obligation associated therewith.
- 2.12 "System" means Express Mail Track & Trace System, IPS, Mobile Delivery Update System, Complaint Management System with Call Center, two websites and one Mobile Application.
- 2.13 "Project" means Baseline Agreement for Maintenance, Operation, Execution, Troubleshooting, Application Support of already working Postal Software EMTTS, IPS, Mobile Delivery Update System (MDUS) & allied Dynamic Websites/ Mobile Application, Complaint Management System (CMS) with Call Center and for the provision of IT HR Deployment.





2.14 "Client" means Pakistan Post Office Department, Government of Pakistan, G-8/4, Islamabad.

2.15 "Contractor" means M/S 360 Technologies, (Pvt) Ltd, 16-D, 3rd floor, Safdar Mansion, Fazal-e-Haq Road, Blue Area, Islamabad

**3. NOW, THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:-**

M/S 360 Technologies, (Pvt) Ltd, 16-D, 3rd floor, Safdar Mansion, Fazal-e-Haq Road, Blue Area, Islamabad shall carry out Maintenance, Operation, Execution, Troubleshooting, Application Support of already working Postal Software EMTTS, IPS, Mobile Delivery Update System (MDUS) & allied Dynamic Websites/ Mobile Application, Complaint Management System (CMS) with Call Center and for the provision of IT HR Deployment Project for the Client. The list of services that are already barcoded and tracked are as mentioned in **Appendix "A"** or any other service to be added subsequently by the Client. The name of cities where the above system is presently functioning is contained in **Appendix "B, C and D"** annexed hereto.

3.1 That the system description and its processing and functionality are indicated as under:-

- Designated Post Offices and District Mail Offices of the selected cities have been provided with the computers.
- A centralized web-based application system i.e. EMTTS shall be maintained at each location and a central access to overall database will be given to Circles and to Headquarter for monitoring and reporting.
- Bar Codes shall be used at all locations whether computerized booking office or Manual booking office for Track and Trace of all kinds of articles bearing barcode.
- Postal articles of the services identified through barcodes shall be covered by this Agreement. The articles booked at the offices where computers have not been provided, shall be entered in the system at the respective District Mail Offices.

*Faham*  
Director (Int. Post)  
Directorate General  
Pakistan Post Office  
Islamabad-44000 Pakistan



**4. SERVICES**

4.1 The Contractor agrees to provide to the Client with the following services (hereinafter referred to as the "Services"): The Contractor will be responsible for:



- i. The Maintenance, Operation, Execution, Troubleshooting, Application Support of already working Postal Software EMTTS, IPS, Mobile Delivery Update System (MDUS) & allied Dynamic Websites/ Mobile Application, Complaint Management System (CMS) with Call Center and for the provision of IT HR Deployment including technical documentation and user manuals.
- ii. The Contractor will be required to extend the system at other locations / stations as and when identified and desired by the Client.
- iii. Technical Supervision of the project.
- iv. Training of the personnel of the Client concerning with this project.
- v. Maintenance and support services for networking equipment and operating system.
- vi. *Provision and cost of server (S) hardware, its administration, information security and management with suitable specification to ensure the required response time will be the Client's responsibility. The contractor will share the required specification of server to ensure the required response time of application. The server response time should ideally be less than two (02) seconds, however the response time in case of national server should not be more than 10 seconds. However, in case there is some issue with application response the client shall issue a notice to the service provider for identifying the delay. The service provider will check and submit report with the reason of the slow response of the server, upon that the severity framework gets applicable for issue resolution.*
- vii. The Contractor will provide an infrastructure for operation of an *Internet* (i.e. [www.dakkhana.com](http://www.dakkhana.com)). The current Management Console and Management information system will be transferred from [www.ep.gov.pk](http://www.ep.gov.pk) (internet) to the intranet.
- viii. Provision of all accountable articles in the scope of EMTTS (Parcels, VPL, VPP etc.).
- ix. Initially the system will process all accountable articles in automated Post Offices, GPOs and DMOs. The system has to be made capable of storing and providing data of all accountable articles.  
*Hosting, administration, information security and management of IPS national server is responsibility of Client. The Server configuration will be responsibility of Client whereas the application configuration on server will be contractor's responsibility.*
- xi. Integration of IPS with EMTTS and vice versa.
- xii. Integration of Mobile application with IPS server.
- xiii. Deployment of support engineers on full-time, extended time, visiting and on call basis at designated locations as mentioned in Annexure-B, C and D or as

Farhan  
1-07-2021

Director (Int. Post)  
Director General  
Pakistan Post Office  
Islamabad





per directions of the Client. The locations/sites can be added or subtracted by the Client.

- xiv. *The Qualification of Support Engineer is preferably Bachelor Degree in any IT discipline or Graduation with IT diploma with prior relevant experience.*

5. Technical Supervision

- i. The Contractor is required to keep the systems up and running on 24/7/365 basis.
  - ii. The Contractor will deploy the qualified and trained technical professionals for technical operation and management of the project on locations as per requirements of the Department.
  - iii. The Contractor is required to consult and share the testimonials/credentials of the candidates with the Department before deploying any Support Engineer. The specific permission of the Department will be required.
  - iv. *Maintenance includes the maintenance and support for the computer hardware, networking equipment and networks up-gradation and support for the computer hardware, networking equipment and networks up-gradation where the procurement of hardware is required is client's responsibility and support for the software application will be the responsibility of contractor.*
  - v. Software product includes web-based software applications for booking offices, District Mail Offices, delivery offices, headquarters, website (s), patch applications etc.
- The placement/replacement/change of Support Engineer will be made with the consent of Client.
- The Department has the right to change the status of any location at any time.
- viii. The technical person should be deployed exclusive for the deployment location of this project.
  - ix. *Payment is linked with the satisfactory performance certificate of the Client from the deployment locations.*

6. Network Management

- i. Maintenance & Reconfiguration of Local Area Network where required.
- ii. Network Security.
- iii. Virus protection.

7. Training of Personnel of the Client

- i. To train officers/ officials of the Client for this project for each location/ station as and when required.

*Farhan*  
1-07-2021  
Director (Int. Post)  
Directorate General  
Pakistan Post Office  
Islamabad





- ii. To train two officials of the Client at each location for post Agreement running of the project as and when required with consultation of the Client.

8. The training includes following:

- i. Windows.
- ii. Installation, configuration, function, operation and Troubleshooting, Application Support of already working Postal Software EMTTS, IPS, Mobile Delivery Update System (MDUS) & allied Dynamic Websites/ Mobile Application, Complaint Management System (CMS) with Call Center.
- iii. Training regarding Technology Transferring to the Technical people (IT Wing) of the Client as and when required
- iv. Maintenance, support and troubleshooting for hardware and network.
- v. Data replication to and from the headquarters and automated locations.
- vi. Training of the operational staff at each location
- vii. Conducting refresher training sessions for the operational staff of the Client on spot twice in a year.

9. Technical team deployment

9.1 The Contractor shall deploy I.T Support staff at each location. The tentative number of staff at each location is given in the **Annex B, C & D**, which could be increased or decreased according to the requirement of the Client.

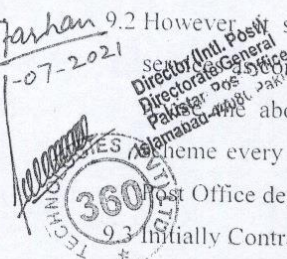
9.2 However, it shall be the responsibility of the Contractor to ensure uninterrupted service as defined in this Agreement at all the selected locations for which he may be required above scheme of deployment. The vendor must share the deployment scheme every time a change occurs after approval of the Director General, Pakistan Post Office department or his nominated team.

9.3 Initially Contractor will provide 28 resources at deployment locations.

10. Maintenance and Support

- i. To provide complete networking maintenance and support service.
- ii. To provide maintenance of networking equipment, accessories and peripherals.
- iii. Resolving all other technical issues pertaining to upkeep and running the system.

11. EMTTS & IPS System Management:-





- i. Development and updating of SOPs to manage EMTTS, IPS, Mobile Delivery Update & Complaint Management System with Call Center.
- ii. Inclusion of non-automated offices operating under the jurisdiction of automated locations in the system with the prior permission of Client.

12. Main Functions of the Contractor w.r.t EMTTS

- i. 100% data replication to the central servers.
- ii. Availability of track and trace information in respect of articles entered in the system.
- iii. Immediate availability of data on website for online track and trace information.
- iv. To handle, maintain and update the database.
- v. To identify the problems if any, in running of the system and to remove them.
- vi. Generation of reports for M.I.S. relating to EMTTS, IPS, Mobile Delivery Update & Complaint Management System with Call Center
- vii. Any other

13. EMTTS Extension

The Contractor will extend the system to new locations as per instructions of the Client to expand the scope of the system.

EMTTS-IPS Integration

IPS, International Mail Processing Software, is functional in all offices of exchange. Both EMTTS and IPS National Servers are required to exchange data with each other. The Contractor should ensure uninterrupted and smooth data exchange between servers in order to provide end-to-end tracking

- ii. The integration is also required for the articles updated through mobile devices/EDAs through Delivery Updating System.

15. MIS Development for EMTTS/IPS

Currently MIS of EMTTS and IPS are separately available to all managerial tiers. The Contractor shall integrate it to a unified MIS System and enhance the roles/reporting facilities as per directions of the Client.

16. International Postal System (IPS)

*Faham*  
1-07-2021  
Director (Int. Post)  
Directorate General  
Pakistan Post  
Islamabad-44000





IPS is Universal Postal Union (UPU) software whereby no immediate re-engineering is required. The Contractor shall learn the configuration and maintenance of the system and keeping the system operational on 24/7/365 basis. Currently system is operational at 07 International Mail Offices (IMOs) and 01 National Server, Islamabad. The Contractor will be responsible to upgrade the IPS System to the latest version within one month of signing of this Agreement. The Contractor shall also ensure availability of MIS relating to EMTTS and IPS as per the satisfaction of Client.

**16.1 The Contractor undertakes to provide:**

- a) Software Configuration, VPN Configuration and connecting local servers with IPS national Server, and connecting IPS National Server with UPU server.
- b) Software Maintenance Services;
- c) Software troubleshooting Services;

These services will be provided for all the modules of both the Software Applications.

**16.2 Database Maintenance**

- a) Database Maintenance Services;
- b) Taking daily and hourly backups of both the databases;
- c) Exchange of Data with UPU on daily basis;
- e) Restoration of databases as and when required;

**System Security (Virus Protections)**

Contractor will be responsible for the installation of anti Virus Software, but the licensing cost will be borne by the Client.

- b) Installation of its Patches.
- c) Downloading the latest DAT files and its Installations.
- d) Scanning / cleaning of all computers and server machines at locations.

**16.4 Training of the employees.**

The Contractor agrees to provide basic computer training and specific training for running systems to the officials & officers deployed by the Client for the projects at all the locations included in the scope (network) of this project. The Client will be

*Fahim*  
1-07-2021  
*[Signature]*  
Director (Int. Post)  
Directorate General  
Pakistan Post Office  
Islamabad 44000





responsible for nominating the operational staff such as Managers, Assistant Managers, and Clerks (FDOs/DEOs).

#### 16.5 Preparation of SOPs

The Contractor shall prepare the SOP for the use of the software of EMTTS, IPS, Mobile Delivery Update System, CMS with Call Center and will give training to the end users and technical staff on those SOPs.

#### 16.6 IPS Locations included in the project

Contractor shall provide the services as agreed between the Parties and depute a Support Engineer at the following IPS locations:

1. Karachi Letters IMO.
2. Karachi Parcels IMO.
3. Karachi EP Center.
4. Karachi IMO ICG
5. Lahore IMO.
6. Sialkot IMO.

*Farhan*  
1-07-2021

Director (Intl. Post)  
Directorate General  
Pakistan Post Office  
Islamabad

Location(s) can either further be added or dropped in accordance with the present terms agreed for the nature of location.

#### 16.7 Following tasks shall also be performed by the Contractor w.r.t. IPS:

1. Hosting of National Server.
2. Connectivity of National Server with IMOs.
3. Electronic Data Interchange (EDI) with UPU Server.
4. Troubleshooting of server and locations along with installation, configuration and training, as and when required.
5. Integration with EMTTS and Mobile Delivery Update System.
6. Integration and operation of Web Based Custom Declaration System (CDS)



#### 17. Delivery Update through Mobile Application

Pakistan Post has implemented a system to update delivery information of international articles into IPS through mobile phones/EDAs. The Contractor is required to maintain the system to include domestic and international articles in the system.

#### 18. Objectives



### 18.1 Delivery update through Mobile Application

The Contractor Undertakes to provide:

- a) Development of a back-end application for handling the communication server.
- b) Maintain the system and ensure a communication system between mobile device and IPS server for instant delivery update.
- c) Provide uninterrupted support to delivery offices messaging server.

### 18.2 Mobile Delivery updates System's locations included in the project

The scope of this agreement covers all delivery offices.

18.2.1 Location(s) can either be further added or dropped in accordance with the present terms agreed for the nature of location.

18.2.2 The Contractor is also required to update application as per requirements of the Client after consultation and approval of the Director General, Pakistan Post Office department or his nominated IT Team.

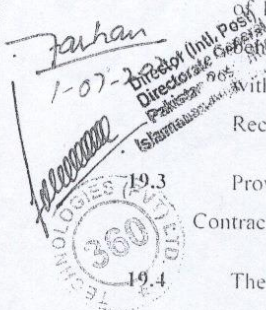
### 19. Establishing & Managing Call Center and Monitoring Cell for Customer Care

- 19.1 The Contractor shall manage an inbound Call Center that is already operational.
- 19.2 The Contractor shall manage the Call Center for efficient response to the Customers of Pakistan Post. Contractor shall perform the activities in the Call Center on the behalf of Client. The Contractor shall manage the available hardware (Computers with accessories, Networking, Fax machine, Printers, Headphones etc.), Call Recording Mechanism, furniture, IVR, and staff for the Call Center.

19.3 Provision and upkeep of system for the Call Center shall be responsibility of the Contractor.

19.4 The Call Center has already been integrated with web interface and mobile application capable of receiving complaints and placing the same in the existing Complaint Management System (CMS) of Pakistan Post

- 19.5 Contractor shall bear the cost of all utility bills. A Sub-meter for convenience of Contractor shall be installed at Call Center for electricity by the Client.





- 19.6 *The Contractor shall pay rent for the space of Call Center and Monitoring Cell as per the rates notified by Ministry of Housing and Works Islamabad at @ Rs. 60 PSF*
- 19.7 Contractor shall provide telephone lines, fax & Internet connections (DSL) for this Call Center.
- 19.8 The Company's agents at Call Center shall take complaints from Pakistan Post customers and register the same complaint on CMS.
- 19.9 Call Center agents shall acknowledge the receipt of complaints to the complainants through phone/fax/e-mail/web site/Cell phone/SMS etc.
- 19.10 The Customer shall be intimated about the settlement of complaints through SMS.
- 19.11 In case delay occurs in settlement of complaints the Monitoring Cell established with Call Center shall intimate the complainants about delay with apology and shall complainants a new time line for ultimate solution of the complaint.
- 19.12 *deleted*
- 19.13 Provision of SMS notifications to the Complainants about registration of complaint and settlement of complaint will provided.
- 19.14 One of the Call Center Agents (to be designated by the contracting company) shall serve as the Supervisor of the Call Center.
- 19.15 The Contractor shall not use his name and logo on any application for any purpose other than Pakistan Post Office Department.
20. *The contractor will ensure that information of 10% articles entered in the system is available over website within a minute. In case of non-compliance a penalty as per terms of the agreement will be imposed in addition to charging of cost of loss due to that failure.*

**21. Up-gradation/Revamping**

The Contractor shall be responsible to update all outsourced applications as per requirements of the Client after consultation and approval of the Director General, Pakistan Post Office department or his nominated Team. The updated version will remain the property of the Client (PPOD). However, following immediate customized services will be continued:

*Fashan*  
1-07-2021  
Director (Int. Post)  
Directorate General  
Pakistan Post Office  
Islamabad-44680



- i) The Contractor will keep on providing SMS notification with Masking "PAKPOST" to sender of Express Articles at the time of delivery and recipient at the time of booking respectively through EMTTS software.
- ii) Proof of Delivery (already available on EMTTS Website) in printer friendly version.
- iii) Improved speed of replication of data on EMTTS.
- iv) Auto reply option and integration of web and mobile application complaints to Complaint Management System (CMS).

## 22. Performance Guarantee

The Contractor will be required to furnish a performance guarantee of 10% of the contract before agreement signing.

## 23. Network Maintenance.

The Contractor shall ensure the Maintenance of the EMTTS, IPS, Mobile Delivery Update System (MDUS) & Complaint Management System (CMS) with Call Center in accordance with the Severity Levels described in the following Support framework:-

### Support Framework

Level	Support Category	Responsibilities Matrix With Activities	Response Time	Resolution Time
Severity Level One	Hardware /Network Equipment Breakdown	<p><b>Client</b></p> <ul style="list-style-type: none"> <li>Procurement of hardware at location/server side</li> <li>Repair/replace of hardware at locations/server side</li> </ul> <p><b>Contractor</b></p> <ul style="list-style-type: none"> <li>Troubleshooting and report sharing</li> <li>Problem diagnosis with proposed solution</li> </ul>	4hrs	Contractor will submit the report of diagnosis in 2 hrs. Client will share the time required for the provision of required hardware/networking Equipment in 2hrs and further will ensure its availability within the timelines.
	Application Breakdown	<p><b>Contractor</b></p> <ul style="list-style-type: none"> <li>Troubleshooting</li> <li>Problem diagnosis and</li> </ul>	4 hrs	Onsite team will provide workaround and will take remote assistance from

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Islamabad-44000 Pakistan





		report submission • Implementing workaround		Head Office for issue resolution in 4 hrs The contractor onsite team will submit the diagnosis report in 4 hrs along with estimated time needed required for issue resolution and will ensure its fix within communicated timelines.
	Application n Configurat ion	Client • Assurance of server upkeep in running condition for smooth operations Contractor • Assurance of application upkeep on location in case server is functioning normal	12 hrs	The client will ensure that server remain available and functional contractor will diagnose and implement workaround in 12 hrs or share the timelines if the required fix need more time in resolution.
Severity Level Three	Application Issues- Minor	Contractor • Troubleshooting • Problem diagnosis & Report Sharing • Implementing Workaround	24 hrs	Contractor will troubleshoot and submit report on the reported issue and implement the workaround.

24. Software maintenance & Up-gradation

The Contractor shall deploy Software Development team at his head office who whenever required, shall send the EMTTS, IPS, Mobile Delivery Update System (MDUS) & Complaint Management System (CMS) with Call Center software as per requirement of the Client's network locations. The Contractor undertakes to:-

- Provide software maintenance services.
- Up-gradation of the EMTTS, IPS, Mobile Delivery Update & Complaint Management System with Call Center software as per requirement of the Client and mutual agreement of both the Parties and;



25. **Services for Software Application**

These services shall be provided by the Contractor for all the modules of the software application for EMTTS, IPS, Mobile Delivery Update System (MDUS) & Complaint Management System (CMS) with Call Center including software application for:-

- Booking Offices.                      - District Mail Office.
- Delivery Offices.                      - Headquarters.
- Websites.                              - Any other Module developed during the
- Mobile Application                      currency of this Agreement.

26. **Development of In House Human Resource.**

The Contractor agrees to train the officials and officers deployed by the Client for the project at all the locations included in the scope (Network) of this project. The Client shall be responsible for providing training to the operational staff such as Managers, Sr. Postmasters, Assistant Managers, Supervisors and Clerks (FDOs / DEOs). The Contractor shall also train at least two of the PPOD officials at each location on all the technical aspects of this project. The said official will be responsible for replication and other routine works. The Client shall be responsible for nominating its technical members on each site. The Contractor shall impart the training in the areas detailed herein below: -

27. **Training for operational running of the Project.**

For successful operational running of the Express Mail Track & Trace System (EMTTS) approved by the Client, the Contractor shall arrange rigorous training for the project team. This training shall be imparted by I.T Support engineers. The Contractor shall also train at least two officials of Client at each location for the post agreement running of the project.

The Contractor shall arrange a training workshop for his I.T. Support engineering team. This training workshop shall cover all areas of the EMTTS, IPS, Mobile Delivery Update System (MDUS) & Complaint Management System with Call Center including: -

- **Windows**
- Installation, configuration, Functions, Operations & Trouble Shooting of EMTTS, IPS, Mobile Delivery Update System (MDUS) & Complaint Management System (CMS) with Call Center Software.
- Handling & Management of EMTTS, IPS, Mobile Delivery Update System (MDUS) & Complaint Management System (CMS) with Call Center Database.

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Post Office  
Pakistan  
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- Maintenance, troubleshooting and support for the Network and hardware.
- Training of the operational staff at each designated location.

**27.1. Training of the Client's Operational Staff**

The Contractor shall arrange on site refresher training sessions, through I.T staff, for the operational staff of the Client at each location. This training shall cover all the functional, operational and troubleshooting aspects of EMTTS, IPS, Mobile Delivery Update System (MDUS) & Complaint Management System (CMS) with Call Center software application.

**27.2. H.R. Development for the Maintenance, Operations & Management of EMTTS, IPS, Mobile Delivery Update System (MDUS) & Complaint Management System (CMS) with Call Center.**

The Contractor shall also ensure the development of officials of the Client for the maintenance, operations and the management of the project. For this purpose, the Client shall nominate at least two officials from each site to whom on the spot training imparted by the Contractor.

**27.3. Technical advice and Assistance in use of Hardware/Software.**

*"Technical Advice, assistance and training in use of hardware / software: the contractor shall also provide the client with technical advice assistance & training in connection with use of hardware and software application. The support as per the severity level will be dealt as per the proposed frame work of service for clause 23 of the agreement.*

**28. Provision of Internet Facility.**

The Contractor will provide the DSL internet connections at all locations as per requirement of the system. However, the bandwidth of that DSL should not less than 4 MB

**29. System Extension**

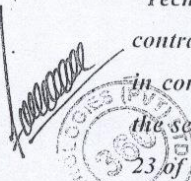
The Contractor, on the directions of the Client, shall extend the system to new stations/locations.

**30. System Management.**

The Contractor herein undertakes to manage the EMTTS, IPS, Mobile Delivery Update System (MDUS) & Complaint Management System (CMS) with Call Center in a smooth and organized manner. This shall be done through: -

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- Development of the SOPs for this system and strict implementation by the Client.
- Inclusion of the articles booked in non-automated offices in the system in the District Mail Offices (DMOs).
- Provision of uninterrupted service and troubleshooting remotely to all the Post Offices.
- The Client shall ensure the distribution and use of the Bar Code Stickers and Labels together with the Booking receipts in all Post Offices to ensure that the articles can be tracked on the EMTTS.

### 31. Services Charges

In consideration for the services as detailed in the Agreement, the Client shall pay the Contractor, the service charges at the following rates:-

S#	Description	Rate per Month (in PKR)	No. of Locations/Agent/Support engineer (s)	No. of Month	Amount
1	Project maintenance of Software Application Project maintenance of /EMTTS Software/Apps/ Sites.	2,550,000	N/A	06	2,550,000x06= 15,300,000
2	Rate of support engineer per month per location at each Circle/Region/Office full time with deployment of IT professionals	40,000	21 Support Engineers at Circles/Regions 07 Support Engineers for IMOS	06	40,000x28x06= 6,720,000
3	Data Connectivity Charges per month per SIM with Mobile/EDA Device	As per Actual	2200	06	N.A.
4	Data Connectivity Charges per month per SIM without Mobile/EDA Device	500	2200	06	500x2200x06= 6,600,000
5	Maintenance of Call center per month with 5 agents.	500,000		06	500,000x06= 3,000,000
6	Rate for additional agent at Call Center.	60,000		06	60,000x03x06= 1,080,000
7	DSL Connectivity Charges	3,000		06	3,000x151x06= 2,718,000
	Total Quoted Price				35,418,000

Note: - Pakistan Post reserves the rights of decreasing or increasing the number of locations prior to execution of contract deed or during the currency of contract in the interest of service.

The payment will be made for the services availed after due verification as mutually agreed.

- 31.1 All the locations where web-based application is operational, total visibility of their operation and Post given on report intranet ([www.dakhana.com](http://www.dakhana.com)), the performance of such operations will be determined by the Client through provided reporting tool and payment will be released accordingly.



31.2 The above cost related to resources is actual cost prevailing at the time of the Contract inclusive of all applicable taxes and is subject to revision in case any additional tax applied by the government on given services thereof.

31.3 That the Contractor shall submit bills of service charges on monthly basis to the Client at Directorate General, Pakistan Post Islamabad, along with Monthly Certificate of deployed Support Engineers from all locations and the MIS to support the functioning of System as agreed with the Client; the Client shall scrutinize the invoices, issue the sanction and arrange payment through cheque within thirty days of the receipt of the bills.

32. **Expenses Incurred**

The cost of services detailed herein above in article 31 includes all direct and indirect expenses as detailed in this Agreement.

33. **Physical Invoicing Address**

The Contractor shall send its invoices to the Client at the physical address set forth in the Agreement or at any other physical address provided by the Client to the Contractor after the signing of this Agreement.

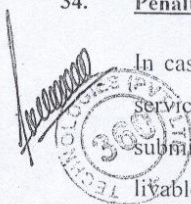
34. **Penalty on late payment.**

In case of willful default on the part of the Client to pay the legitimate amount of service charges to the Contractor latest by the 20th day of the satisfactory bill submission; penalty @ 2% of the amount of service charges per month shall be livable on the defaulting staff/officer.

35. **Representatives of the Parties.**

After signing of this Agreement, both, the Contractor and Client shall furnish to each other, the name of focal person dedicated for coordination of the said Agreement which also includes his/her address, telephone, Fax, e-mail, who may be contacted in the event of any problem in the system, or any problem relating there to, or who should receive notice provided for this contract. Both the Parties shall correspond accordingly. In pursuance to the same, the Client has designated the Director General, Pakistan Post Office Department or his nominated person/team for monitoring all operational arrangements of the said Agreement and to correspond with the Contractor for all matters related to the Agreement. The Focal person in term of Contractor will be the Project Manager assigned to this project and he/she will be

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responsible for all communication between Client and Contractor for the project. The Project Manager shall only exchange, entertain and respond to those instructions or wanting information which they will receive from the focal person of the Client i.e. the Director General, Pakistan Post Office Department or his nominated person/team in written form/ email/ WhatsApp message/ Message/ telephonic conversation etc.

36. That a high-level committee to be called "System Monitoring Committee" including IT people shall be constituted and notified by the Director General, Pakistan Post Office Department to monitor and oversee the operational running and functioning of the system. All problems relating to this Agreement shall be referred to this Committee to resolve them.
37. The Client shall convene the meeting of System Monitoring Committee at any time, especially when some irritants, problems, issues crop up concerning with the instant project.
38. The shortcomings/ reasons thereof in functioning of these arrangements shall be recorded and communicated by the System Monitoring Committee to the Party concerned through focal person nominated by Director General, Pakistan Post Office Department for immediate rectification.

39. Obligations of the Client

The obligations of the Clients are as follow:

- 39.1 The Client agrees to provide the Contractor with the Information Elements, Computer Hardware, Networking Equipment, Accessories and Peripherals (in good working condition), Operational staff and nominated technical staff set forth in this Agreement.

- 39.2 The Client agrees that all the relevant provisions contained in this Agreement should comply with all applicable laws and regulations, including, without limitation, the laws and regulations regarding intellectual property, advertising, publicity, consumer protection, protection of personal information, and protection of minors.

- 39.3 The Client agrees to the fact that the Information elements, provided by them, shall not result in a break of any confidentiality or non-disclosure obligations, and shall be such that the Contractor shall be entitled to use same freely and without restriction within the scope of providing the services.

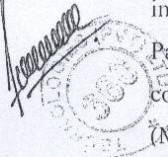
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Directorate General  
Pakistan Post Office  
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- 39.4 Upon request from the Contractor, the Client shall provide the Contractor with evidence of the Clients Right, title of Interest in and to the Intellectual Property comprised in any Information Element.
- 39.5 The Client agrees and shall cooperate fully with the Contractor for the purposes contained in this Agreement and shall also provide the Contractor with all information required in order to ensure that the Services are provided in a proper and complete manner.
- 39.6 The Client will ensure implementation of the Standard Operating Procedures (SOPs) for the Project as established by the Contractor and approved by the Client.
- 39.7 As regards any services, which the Contractor is required to provide elsewhere than at its place of business, the Client shall provide the Contractor with an appropriate and safe work space.
- 39.8 The Client agrees to provide security of all the computer hardware, networking equipment, accessories and peripherals at all locations.
- 39.9 Unless the Client has serious grounds for refusing its approval, upon request from the Contractor, the Client shall give the Contractor its approval of the work carried out at the end of each of the development phases set forth in this Agreement. The Contractor may receive this approval with 15 working days of initiation of the request
- 39.10 In case of any deliberate mishandling and misuse of computer equipment provided by the Contractor resulting in any damage from the use thereof by the staff of the Client, in such a situation, the Client shall be solely responsible.
- 39.11 The Client shall take up the defense and indemnify the Contractor if he/she is impleaded in, or made a Party to in any legal proceedings instituted by a third Party, alleging a fault on the part of the Contractor resulting from the use of the computer equipment relating to EMTTS, IPS, Mobile Delivery Update System (MDUS) & Complaint Management System (CMS) with Call Center or the information contained therein. The Client shall indemnify the Contractor and hold it harmless from and against the principal amount and Interest of any monetary order which issued as well as from and against all judicial and extra judicial costs incurred by the Contractor as a result thereof. However, in all such cases, the Contractor shall report the matter to the Client immediately to take further course of action after mutual consultation.

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- 39.12 The Client shall give notice forthwith to the Contractor if the Client's representative, as indicated in this Agreement, is replaced during the performance of this Agreement.
- 39.13 The Client is under obligation not to intervene in any project management scheme implemented by the Contractor for the efficient and effective management of the system, however any major change should be brought into the notice of the Client.

40. **Obligations of the Contractor**

The Contractor undertakes as follows in favour of the Client:-

- 40.1 The services shall be provided in a professional manner, in accordance with the generally accepted industry practices.
- 40.2 The Contractor will ensure 100% replication of information of the articles entered in the system on the website promptly. However, the mail transmission and delivery shall be the responsibility of the Client.
- 40.3 The Contractor shall communicate to the Client or any other agency, department or organization within the scope of this Agreement, in order to acquire the Information Element and to execute the maintenance, operations and Management Information Element of the Project.
- 40.4 The Contractor shall obtain, collect and acquire all the documents, data information, access to any other material relating to the project & mentioned in this Agreement from Client or any other agency or department or organization within the scope of this Agreement.
- 40.5 The words, expressions, references, special characters and graphic symbols recognized internationally as identifiers of intellectual property right, as well as the owners thereof, shall be affixed accordingly.
- 40.6 The Contractor shall notify the Client of the changes of personnel employed/ deployed along with their complete credentials on this project. Client may reply any objection pertaining to the same. The changes of deployed personnel will be subject to prior approval of the Client.
- The Contractor shall ensure that his employees, suppliers and associates, if any, fully comply with the provisions of this Agreement, in particular those relating to intellectual property and confidentiality.
- 40.8 The Contractor shall give notice forthwith to the Client if the Contractor's representative, as indicated in this Agreement, is replaced during the currency of this Agreement, and
- 40.9 The Contractor shall maintain and provide timely technical maintenance for smooth operations of the EMTTS, IPS, Mobile Delivery Update System (MDUS) & Complaint Management System (CMS) with Call Center till completion of this Agreement.
- 40.10 The Software developed and introduced by the Client for this project shall be the propriety of the Client. The Contractor will hand over the Client the complete software including source code, technical documentations etc. of the updated /

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improved/re-engineered version upon completion/ termination of the Contractor on monthly basis and as and when demanded by the Client without fail.

40.11 *The contractor will provide 4 MB DSL connections as and where required on all the deployment sites included in the network of the project and only bill those locations where internet is provided by the contractor.*

40.12 All the source codes (re-developed, re-designed, updated, up-graded) along with databases, data structures and technical documentations shall be the exclusive property of the Client.

41. **Intellectual property**

For the purposes of this Agreement.

"Intellectual Property Right Title and Interest" shall include, without limitation, any intellectual property right, title and interest, including any derivative right, moral right and personal right, in and to the following: -

- Any work, invention, trademark, industrial design, integrated circuit topography, confidential information or trade secret, as the case may be;
- Any certificate which registers grants or acknowledges ownership or interests in any of the intellectual rights in question, and:-
- Any request for the registration, granting or acknowledgement of ownership or interests in any of the intellectual property rights in question.

All the related matters of Intellectual Copy Rights are to be reported to the Client.

"Background Technology." shall include, without limitation, all programming tools, development tools, migration tools conversion tools, data retrieval tools, Internet tools, multimedia tools, network tools, databases, operating system, patches, processes, programs, sub-programs, software, software portions, compilers, report generators, executables libraries, data, codes, documentation, notes, expertise and technological knowhow with its detailed utilization and its order and use with detailed documentation are to be reported to the Client.

**Respect of Third-Party Intellectual Property (By the Contractor)**

The contents of the Software Product shall be entirely original and shall not infringe any third-Party Intellectual Property right, Title or Interest. If all or part of the contents have been designed, in whole or in part, by a third Party, or a third Party has an Intellectual Property Right, Title or Interest in and to such contents, the Contractor shall obtain the appropriate rights allowing it, among others, to use the said contents (or part thereof) and to assign the right to use and modify same to the Contractor, if applicable. If the Contractor fails to abide by all or part of any of the obligations set forth hereinabove, he shall do the following: -

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Directorate General  
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Islamabad-44000 Pakistan





- 1 He shall indemnify the Client from and against any damages suffered by it.
- 2 He shall take up the defense of Client if the Client is impleaded in, or made a Party to, in any legal proceedings instituted by the third Party and alleging the actual or threatened infringement or unlawful use of any intellectual Property Right, Title or Interest, and the Contractor shall indemnify the Client and hold him harmless from and against the principal amount and interest of any monetary order which is issued, as well as from and against all judicial and extra judicial costs incurred by the Client as a result thereof, and.
- 3 It shall replace the contents used unlawfully with completely original contents or with contents with respect whereto the Contractor has an Intellectual Property Right, Title or Interest, and said contents shall have the same functions as the unlawful contents, the whole forthwith and at the Contractor's expense.

**41.2 Respect of Third-Party Intellectual Property (By the Client)**

The Client agrees that the Information Elements provided by the Client to the Contractor shall be entirely original and shall not infringe any third-Party Intellectual Property Right, Title or Interest. If one or more of the said information Elements have been designed, in whole or in part, by a third Party, or if a third Party has an Intellectual Property Right, Title or Interest in and to such Information Elements the Client shall obtain the appropriate rights allowing it, among others, to use the said Information Elements (or part thereof). If the Client fails to abide by all or part of any of the obligations set forth herein above, it shall do the following: -

- 1 The Client shall indemnify the Contractor from & against any damages suffered by it;
- 2 He shall take up the defense of the Contractor if he is impleaded in, or made a Party to, in any legal proceedings instituted by a third Party and alleging the actual or threatened infringement or unlawful use of any Intellectual Property Right, Title or Interest, and the Client shall indemnify the Contractor, hold it harmless from and against the principal amount and interest of any monetary order which is issued, as well as from and against all judicial and extra judicial costs incurred by the Contractor as a result thereof; and
- 3 It shall remove the Information Elements used unlawfully or replace them with completely original Information Elements or with Information elements with respect whereto the Client has an Intellectual Property Right, Title or Interest, the whole forthwith and at the Client expense.

**41.3 Employees, Suppliers and Associates of the Contractor**

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Directorate General  
Pakistan Post Office  
Information & Public Relations



Prior to the performance of this Agreement and at all relevant times thereafter, the Contractor shall obtain from its employees, suppliers and associates assigned to the performance of this Agreement an undertaking in its favour of all Intellectual Property Rights, Titles and Interests which they have, may have or may claim to have in and to all or part of the services, as well as a waiver of their moral rights in and to the same. In particular, but without limiting the generality of the foregoing, the Contractor shall do the following.

- 1 It shall cause the said employees, suppliers and associates to sign an assignment of right, a waiver of moral rights and all other documents which are useful or necessary in order to confirm any such assignment of rights and waiver of morals right, and: -
- 2 Upon request from the Client, it shall provide him with a copy of such documents.

**42. Performance Methods**

The performance of the Contractor shall be measured by the prompt and accurate availability of end-to-end track and trace information for articles entered in the system on the website. The Contractor shall ensure that complete information for 100% articles entered in the system is available over the website.

**43. Penalty on Non-performance.**

In case of failure on the part of Contractor to render the contracted services as contained in Articles 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and other obligations as set out in this Agreement, the Client shall have the right to impose penalty of non-performance equal to rate of service charge relating to the particular Location/ Area of non-performance & after fifteen days, double of the rate of the Service Charges payable to the Contractor during the relevant period besides non-payment of Service Charges for the said period. If such a situation arises, the Client will obtain the response of the Contractor & if thereafter, the non-performance is established, the matter will be referred to the Director General, Pakistan Post Office Department for an ultimate decision after listening the view point of both the Parties.

**44. Subcontracting**

This Agreement shall be binding upon the successors and assignees of both the Parties and neither Party may assign this Contract or any Right & Obligations under it to any third Party without the express written consent of the other Party.

*Fahim*  
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Director (Intl. Post)  
Directorate General  
Pakistan Post  
Islamabad-22100

*Signature*  
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45. **Amendment.**

If, during the performance of this Agreement, the Client requires any revisions, corrections, additions, substitutions or other modifications to the extent of the services, the said amendments shall be subject to the following considerations: -

- 1 That the desired results will comply with the Information Elements originally provided by the Client.
- 2 As result of an error or omission on the part of the Contractor; or
- 3 Which do not result in additional work for the Contractor.
- 4 All such requests for modifications shall be made by the Client in writing.
- 5 Any addition/ alternation/ modification/ amplification required to be made in this Agreement, shall be incorporated after mutual consent and consensus of both the Parties.

46. **Change Management and Additional Services.**

46.1 If the Client requires additional services relating to this project and related services, it shall first offer the Contractor the opportunity to provide such services (subject to PPRA rules). If the Contractor agrees to provide such services, the Parties shall sign a work order prepared on the basis of the additional services required and to be governed by the separately signed service agreement, such work order shall be deemed to form an integral part of this Agreement.

46.2 All Additional services shall be subject to the provisions of this Agreement, in particular those relating to intellectual property and confidentiality, with the appropriate modifications.

46.3 All changes requested for maintenance, operation and management in EMTTS, IPS, Mobile Delivery Update System (MDUS) & Complaint Management System (CMS) with Call Center and related services shall be on the basis of mutual consultation between the Parties and in writing.

46.4 For the purpose of extension in the scope to any related services, this Agreement will serve as frame Agreement for general supervision. For specific terms pertaining to service Agreement that includes scope of work, timelines and price will be governed by a separate specific service Agreement on mutual terms and conditions in accordance with all applicable laws.

46.5 The approved Tender Documents shall remain part of this Agreement and in case of any contradiction found in this Agreement, the Tender Documents shall be considered authentic document and will be referred accordingly.

47. **Representations and Warranties of the Contractor**

The Contractor represents and warrants as follows in favour of the Client:

- 1 It has the expertise and experience required in order to perform and fulfill the obligations imposed upon it pursuant to this Agreement.

*Fahim*  
1-07-2021  
Director (IT & Telecom)  
Directorate General  
Pakistani  
Islamabad



- 2 It shall provide the services in an efficient and professional manner, in accordance with generally accepted industry practices and using the most up-to-date Background Technology and development tools.
  - 3 It shall comply with each and every provision contained in this Agreement relating to the Services to be rendered by it:
  - 4 It shall respect all Intellectual property Right, Titles and Interests belonging to third Parties in any development tool used by it and in any component designed by it with the help of such tools.
  - 5 It shall not use any third-Party confidential information or trade secret, unless it has received the third Party's authorization.
  - 6 Maintenance, Operations and Management of EMTTS, IPS, Mobile Delivery Update System (MDUS) & Complaint Management System (CMS) with Call Center shall operate properly and in accordance with the provisions of this Agreement subject to any correction as provided in the relevant Clause of the Agreement.
  - 7 The Maintenance, operations and Management of EMTTS, IPS, Mobile Delivery Update System (MDUS) & Complaint Management System (CMS) with Call Center shall execute the functions set for in the documentation and perform in accordance therewith;
  - 8 The Maintenance, Operations and Management of EMTTS, IPS, Mobile Delivery Update System (MDUS) & Complaint Management System (CMS) with Call Center Shall comply with all applicable laws, regulations treaties and restrictions, in particular those relating to the export of certain software products, and
- The Contractor and Client shall have a good and valid intellectual property Right, Title or Interest in and to the Software Product and all Components thereof, as provided for in this Agreement.

48. **Limitation of Warranty**

Unless otherwise provided for in this Agreement, the Maintenance, Operations and Management of EMTTS, IPS, Mobile Delivery Update System (MDUS) & Complaint Management System (CMS) with Call Center shall be provided "AS IT IS". The Contractor shall be responsible for the maintenance and support services for the entire Computer Hardware, Networking Equipment, Accessories and peripherals handed over to it in good working condition without any express or implied warranty of any kind or scope whatsoever.

The warranties set forth in this Agreement are the only warranties provided with respect to the object of this Agreement, and they constitute a limited warranty. The Client expressly waives subject to its approval and the Contractor reserves its Rights, all other express or legal warranties, including, without limitation, all legal warranties regarding latent defects, eviction, merchantability or fitness for a particular purpose.

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Pakistan Post Office  
Islamabad, Pakistan



Under no circumstances will the value of the warranty exceed the value of the software product and the particular item of procurement rendered to the Client and paid for by it:-

- The value of the Services rendered therein under this Agreement.
- The value of that particular item of the procurement, which causes such circumstances.

**48.1 Limitation of Liability.**

Except in the event of gross negligence on the part of the Contractor, the Contractor shall not be liable towards the Client for any fault or any direct or indirect damage resulting there from, and the Client subject to its approval, shall indemnify the Contractor and hold them harmless from and against all claims, including all claims under a warranty, in case of defected and missing computer Hardware, Networking Equipment, Accessories and Peripherals handed over to it.

Unless otherwise provided for in this Agreement, the Contractor shall not be held liable towards the Client for any indirect and consequential damages, including any loss resulting from a contractual or extra contractual fault except with its approval. Under no circumstances, the Contractor's total liability towards the Client shall exceed the cost of particular item so lost or damaged.

**49. Termination of the Agreement.**

Only on failure to comply with the provisions of this Agreement shall constitute a breach of the Agreement to terminate this Agreement. In such a case either Party can terminate this Agreement by serving three months period notice.

**49.1** Either Party may terminate this Agreement, without notice if the other Party becomes insolvent or seeks, or it becomes obvious that the other Party is going to seek protection under the bankruptcy law of the country.

**50. Force Majeure**

Neither Party shall be liable for any delay or failure to perform its obligations pursuant of this Agreement, if this delay/ non performance is due to "Force Majeure" which shall include but not be restricted to, such as acts of God, bomb threats, strikes, embargoes, civil disturbances, earth quakes, riots, war, flood or any other cause which could not have reasonably been foreseen by the Party concerned.

**51. Dispute Resolution**

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Islamabad-44000 Pakistan

*Farhan*



If any disagreement arises as to the provisions of this Agreement, or any modification made thereto, each Party shall submit its respective interpretation to the other for consideration. However, any controversy or claim arising out of, or relating to this Agreement or its breach, shall be settled through arbitration under the Arbitration Act, 1940, or its statutory replacement. The Secretary, Law and Justice Division, Government of Pakistan, Islamabad, or his/her nominee shall be the sole Arbitrator. The decision of the sole Arbitrator shall be final and binding on the Parties. The arbitration proceedings shall be conducted in English and venue shall be at Islamabad.

52. Notices

Any notice intended for either Party, shall be deemed to be validly given if it is in writing and is sent by Registered Post, to such Party at the address as set forth in this Agreement, or to any other address which the Party in question may have indicated in writing to the other Party.

53. Headings

The headings in this Agreement have been inserted solely for ease of reference, and shall not modify, in any manner whatsoever, the meaning or scope of the provisions hereof. Headings used in this Agreement, are provided for convenience only, and shall not be used to construe meanings or intent.

54. No Waiver

Under no circumstances shall the failure, negligence or tardiness of a Party as regards the exercise of a right or recourse provided for in this Agreement is considered to be a waiver of such right or recourse.

A failure by either Party to exercise or partially exercise any right, power or privilege hereunder, shall not be deemed a waiver of any of the rights, powers or privileges under the Agreement. The waiver by either Party of breach of any term, condition or provision of the Agreement shall not be operative as, or be construed as, a waiver of any subsequent breach thereof.

*Fahsan*  
1-07-2012  
Directorate General  
Pakistan Post Office  
Islamabad-44000  
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55. Cumulative Rights.

All rights set forth in this Agreement shall be cumulative and not alternative. The waiver of a right shall not be interpreted as the waiver of any other right.

56. Entire Agreement

This Agreement constitutes the entire understanding between the Parties. Declaration, representations, promises or conditions other than those set forth in this Agreement



shall not be construed in any way so as to contradict, modify or affect the provisions of this Agreement.

57. Severability

If any term, provision or part of the Agreement is to any extent held invalid, void or unenforceable by a Court of competent jurisdiction or otherwise, the remaining of the Agreement, shall not be impaired or affected thereby, and each term, provision and part shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

58. Survival

The terms and conditions contained in the Agreement, by their sense and context are intended to survive the performance of the Agreement, by the Parties. These shall also survive the completion of the performance, cancellation or termination of the Agreement, including without limitation the confidentially obligations described above.

59. Expiration or termination of applicable Exhibits.

The expiration or termination of any Applicable Exhibits, shall not affect the validity of enforceability of any other exhibit of this Agreement.

60. Number and Gender

Where appropriate, the singular number set forth in this Agreement, shall be interpreted as the plural number, and the gender shall be interpreted as masculine, feminine or neuter, as the context dictates.

61. Currency

The currency used for purposes of this Agreement shall be Pakistani Rupees.

62. Governing Law

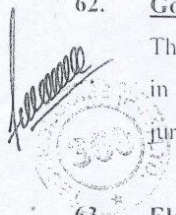
This Agreement shall be construed and enforced in accordance with the laws in force in the Islamic Republic of Pakistan and the courts in Pakistan shall have the exclusive jurisdiction in all matters arising out of this Agreement.

63. Election of Domicile

The Parties agree to elect domicile in the Federal Capital, Islamabad for the hearing of any claim arising with respect to the interpretation, application, performance, term, validity or effects of this Agreement.

64. Counterparts.

*Faihan*  
1-07-2021  
Director (Intl. Post),  
Directorate General,  
Pakistan Post Office,  
Islamabad-44000, Pakistan.





Each counterpart of this Agreement shall be considered to be an original when duly initialed and signed by all the Parties, it being understood, however, that all these counterparts shall constitute one and the same Agreement.

65. **Successors**

This Agreement shall bind the Parties hereto as well as their respective successors, heirs and assignees.

66. **Joint and several; Liability.**

Whenever one of the Parties is constituted of two or more persons, these persons shall be jointly and severally liable towards the other Party.

67. **Effective Date**

This Agreement shall enter into force on the date of signatures and shall be deemed to have become effective from the date mentioned hereinbefore i.e. **1<sup>st</sup> day of July, 2021.**

68. **Agreement Period**

- 68.1 This Agreement is for a period of 06 (six) months from the date of its effectiveness.
- 68.2 This Agreement may be extended through mutual written consent of the Parties for another term of 06 six months on the same terms & conditions subject to PPRA laws.
- 68.3 Upon expiry of the extended period as per sub section (2) of section 68, the Agreement may be further extended through mutual written consent of the Parties upon terms and conditions as agreed between the Parties.

69. **SPECIFICATIONS**

Maintenance, Operations, Execution, Troubleshooting, Application support (24/7) of already developed and running Postal Software applications named Express Mail, & Trace System (EMTTS), International Postal System (IPS), Mobile Delivery Update System (MDUS) and allied Dynamic Websites Mobile application & Complaint Management System (CMS) with Call Center and the Provision of IT HR deployment.

70. **Names of the Parties**

Client : Pakistan Post Office, Directorate General, G-8/4, Islamabad.  
Contractor: M/S 360 Technology, (Pvt.) Limited, 16-D, 3rd floor, Safdar Mansion, Fazal-e-Haq Road, Blue Area, Islamabad

71. **Parties Representatives**

*Parhain*  
1-07-2021  
Director (Intl. Post)  
Directorate General  
Pakistan Post Office  
Islamabad



Client's Representative:	Contractor's Representative:
Mr. Farhan Ali Mirza, Asstt. Dy. Director General (QS) Dte-General Pakistan Post. G-8/4. Islamabad -44080. Tel: +92-51-9260117 E-Mail: <a href="mailto:farhanalimirza74@gmail.com">farhanalimirza74@gmail.com</a>	Mr. Farrukh Bilal, Chief Operating Officer, M/S 360 Technologies, (Pvt.) Limited, 16-D, 3 <sup>rd</sup> floor, Safdar Mansion, Fazal-e-Haq Road, Blue Area, <u>Islamabad.</u> Tel: +92-51-2275360 Fax: +92-51-2874177 E-mail: <a href="mailto:farrukh@360technologies.net">farrukh@360technologies.net</a>

72. **Elements to be provided by the Client.**

- 1 All information and required documents, if any, relating to this project.
- 2 All information and documents required for smooth Maintenance, Operations and Management of project.
3. Detailed specifications and quantity of Computer Hardware, Networking Equipment, Accessories and peripherals installed at the headquarters & cities included in the network of this project.
4. Computer Hardware, Networking Equipment, Accessories and Peripherals in good working condition installed at the headquarters and cities included in the network of this project.
5. Space designated for onsite training.
6. Storage space for the computer Hardware, Networking Equipment, Accessories and Peripherals and its security arrangements.
7. The number, names and contact details of persons involved in the Maintenance Operations and Management of this project from the Client's side. This list should also contain details of the persons who will be involved in the payment for the contract.
8. List of operational staff for each location included in the scope (network) of project.
9. List of staff to be trained for the technical management and supervision.
10. Routing of articles booked at the non-automated through, automated District Mail Offices (DMOs), International Mail Offices (IMOs).
11. Template for authorization and designated positions for coordination of access and facilitation for all above where applicable.
12. The conclusive information in addition to above in response to technical proposal of Contractor required for Maintenance, Operations and Management of this project.

73. **Elements to be provided by the Contractor to the Client.**

*Farhan*  
Director General  
Pakistan Post Office  
Islamabad-44080



1. List of all technical team and other personnel to be deployed on each site and also at the Contractor head office.
2. Source code of enhanced / latest version of all outsourced software application(s) along with all mandatory & optional tool kit including training manual, end user guide, installation/configuration/connectivity etc. documentation, Database schema(s) and complete backup(s) will be the exclusive property of the Pakistan Post. Hence, periodical (on monthly basis) provision of the complete suit (error free) to client during the whole contractual period may be ensured. However, vendor will ensure provision of whole (till last recorded transactions) before contract expiry/termination without excuses.
3. The Vendor shall maintain the software related documentation i.e. User Manual, Technical Documents, Training Manual and Installation Guide etc. in accordance with the changes made during the whole contractual period. Similarly, development of SOPs (textual, video tutorial), require for installation/configuration/connectivity and smooth running of the software application(s), will also be the responsibility of vendor.
4. *Provision of Active DR site and all other infra-structure equipment including database server and SQL etc. is responsibility of Client.*
5. Vendor shall clear/ troubleshoot backlog of reported technical issues a day before last date of contract termination. Backlog clearance report of vendor should be supported by Circle/Unit and IPS Wing's certificate(s).
6. *Vendor will ensure remarkable (24/7/365) connectivity of all under scope locations with central system(s) by arranging an alternative source of Internet (only on locations where provide by the contractor) during failure of primary Internet.*
7. Imparting professional training to the departmental IT experts will be the responsibility of vendor. Like-wise training will be continued during the whole contract period while based on the following three reasons:
  - a) During major change/modification/enhancement in software application(s)
  - b) During change(s) in development tool/technology/platform/hardware
  - c) On the demand of IT Wing.

Farhan  
1-07-2021  
Director (Int. & Gen. Serv.)  
Directorate General  
Pakistan Post Office  
Islamabad



8. The Vendor shall not be authorized to use or share the Source Codes / applications and database backups etc. with any other party(ies) even after expiry of the contract agreement.
9. Vendor will shift/transfer system control in running status by removing all known anomalies and vulnerability in source codes etc. to ensure smooth exit.
10. The Vendor shall not alter the platform / software tools etc. of software application(s) without prior approval of department.
11. *Client shall ensure the upkeep of server and take care of risk related to loss of data on server for failsafe operation of the system in times of hardware failure like disk crashes and system outages. Whereas the contractor will ensure the failsafe working of the applications.*
12. The software application(s) under this project should have API for third party integration besides having scalability to meet growing business volume of client efficiently.
13. The software application(s) should have platform compatibility (Hardware/OS).
14. The solution should have browser support (if possible) for all standard and renowned browsers i.e. Internet Explorer, Firefox, Safari and Chrome etc.
15. At any stage for exiting from this project for whatever the reason company will be liable to handed over the project in running condition.
16. Vendor will periodically share hardware/software details, using for the smooth running of this project and all hardware/software including all types of licensing (database/software) will be the exclusive property of Pakistan Post.
17. Contradiction, found if any, among clauses of this agreement, the clause most favorable for the national interest will be invoked.
18. *In case of dispute between client and vendor in elaborating any part (clause, sub clause) of this agreement, Clause 51 of the agreement will be considered for resolution.*
19. *The support as per the severity level will be dealt as per the proposed frame work of service for clause 23 of the agreement.*
20. Reports as detailed in "Appendix-"E".

*Farhan*  
1-07-2021  
Director (Intl. Post)  
Directorate General  
Pakistan Post  
Islamabad





IN WITNESS WHEREOF, the Parties above named have executed this Agreement on the day, month & year first above written through their authorized representatives.

For and on behalf of Client	For on behalf of Contractor
Signature By. <u>Farhan</u> 1-07-2021	Signature By. <u>[Signature]</u>
(Name & stamp <u>Director (Intl. Post)</u> <u>Directorate General</u> Place of Signature: <u>Rahstar Post Office</u> <u>Islamabad-44000 Pakistan</u>	(Name & stamp <u>Mr- Farrukh Bilal</u> Place of Signature: <u>Islamabad Qureshi</u>
Date:- <u>1<sup>st</sup> July, 2021</u>	Date:- <u>1<sup>st</sup> July, 2021</u>
Witness: <u>Zulfikar Ahmed</u>	Witness: <u>Noman IQBAL</u>
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>





APPENDIX-"A"

THE DETAIL OF SERVICES TO BE COVERED BY EXPRESS MAIL TRACK & TRACE SYSTEM (EMTTS)

- |    |                                      |       |
|----|--------------------------------------|-------|
| 1  | Urgent Mail Service                  | (UMS) |
| 2  | Express Mail Service (international) | (EMS) |
| 5  | Fax Mail Service                     | (FMS) |
| 6  | Fax Money Order Service              | (FMO) |
| 7  | Urgent Money Order Service           | (UMO) |
| 8  | UMS-COD                              |       |
| 9  | Registered Letter                    |       |
| 10 | International Registered Letter      |       |
| 10 | Registered Parcel                    |       |
| 11 | International Registered Parcel      |       |
| 12 | UMS-CC                               |       |

Note: - Any new Express Post Service or mail service could be included in the Agreement on the directions of the Client.

*Farhan*  
1-07-2021  
Director (Intl. Post)  
Director General  
Pakistan Post Office  
Islamabad-44000 Pakistan





APPENDIX-"B"List of Locations

1)	Karachi	01	Karachi GPO
		02	Karachi City GPO
		03	Karachi Saddar GPO
		04	Karachi Express Post Centre
		05	Karachi Al-Haidery GPO
		06	Gulshan-e-Iqbal HPO Karachi
		07	Malir Post Office Karachi
2)	Lahore	08	Lahore GPO
		09	Lahore Cantt GPO
		10	Lahore Post Mall
3)	Islamabad	11	Islamabad GPO
		12	Islamabad Post Mall
4)	Peshawar	13	Peshawar GPO
		14	Post Mall Peshawar
5)	Faisalabad	15	Faisalabad GPO
6)	Gujranwala	16	Gujranwala GPO
7)	Sialkot	17	Sialkot GPO
8)	Rawalpindi	18	Rawalpindi GPO
9)	Hyderabad	19	Hyderabad GPO
10)	Multan	20	Multan GPO
11)	Quetta	21	Quetta GPO
12)	Rahim Yar Khan	22	Rahimyar Khan GPO
13)	Jhang	23	Jhang GPO
14)	Bahawalpur	24	Bahawalpur GPO

*Farhan*  
1-07-2021  
Director (Int. Post)  
Directorate General  
Pakistan Post Office  
Islamabad-44000 Pakistan





**LIST OF District Mail Offices (DMOs)**

Sl.No.	DMO Location and Division
1.	Kohat
2.	Bannu
3.	D.I.Khan
4.	Mardan
5.	Nowshera
6.	Manshera
7.	Abbottabad
8.	Haripur
9.	Attock
10.	Jhelum
11.	Chakwal
12.	Mianwali
13.	Sargodha
14.	Khushab
15.	T.T Singh
16.	Gujrat
17.	Sahiwal
18.	Okara
19.	Kasur
20.	Sheikhupura
21.	MandiBahuddin
22.	Khanewal
23.	Muzaffargarh
24.	Dera Ghazi Khan
25.	Mirpur Khas
26.	Nawabshah
27.	Sukkur
28.	Jacobabad (IN) working at Rohri Railway Station
29.	Larkana
30.	Khuzdar

*Farhan*  
1-07-2021  
Director (Int. Post)  
Directorate General  
Pakistan Post  
Islamabad





31.	Sibi
32	Turbat
33	Peshawar
34	Rawalpindi
35	Islamabad
36	Gujranwala
37	Sialkot
38	Faisalabad
39	Jhang
40	Lahore
41	Multan
42	Bahawalpur
43	Rahimyar Khan
44	Hyderabad
45	Karachi
46	Quetta

*Faham*  
1-07-2021  
Director (Inl. Post)  
Directorate General  
Pakistan Post Office  
Islamabad-44100





**List of IPS Locations**

**1. Karachi:-**

- (i) International Mail Office (Letters), Karachi
- (ii) International Mail Office (Parcels), Karachi
- (iii) Express Post Centre, Karachi
- (iv) International Mail Office (Immediate Clearance Group), Karachi Airport

**2. Lahore:-**

- (v) International Mail Office, Lahore

**3. Islamabad:-**

- (vi) International Mail Office, Islamabad

**4. Sialkot:-**

- (viii) International Mail Office, Sialkot

**Note:-** The Contractor will extend the system to other stations on the directions of the Client.

*Farhan*  
1-07-2021  
Director (Intl. Post)  
Directorate General  
Pakistan Post Office  
Islamabad-44000





APPENDIX-"E"

THE DETAIL OF REPORT TO BE GENERATED BY THE CONTRACTOR  
THROUGH EMTTS FOR M.I.S.

- Articles Processing Report at the Booking Offices District Mail Offices and Delivery Offices.
- Track & Trace Status information Report of articles entered in the System.
- Software Management Report.
- System Expansion Report.
- System Management Report.
- List of charges/weights in respect of services covered by the System.
- Transaction Details in case of automated booking office.
- Transit Time Report.
- Report by Average weight of article for different services covered by the System.
- Reports by Weight to articles.
- Credit Billing.
- Management Statistics.
- Service wise detail about number of articles falling in a particular weight slab at the stations covered by the Agreement.
- The country wise and weight slab wise detail of outward/inward EMS articles, time taken from office of booking to office of exchange and from office of exchange to country of destination and monthly summary about number of inbound/ outbound articles with country wise detail.
- Monthly Report of total international inbound articles received and the status of their delivery.
- Weekly Report of international inbound articles received and the status of their delivery. The report should contain lists of article numbers delivered and undelivered with their last offices where scanned.
- Other reports required from time to time.

*Faham*  
1-07-2021  
Director (Int. Post)  
Directorate General  
Pakistan Post Office  
Islamabad-44000 Pakistan



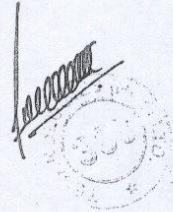


**APPENDIX-"F"**

List of Locations where Support Engineers are to be deployed at First:

1	Karachi Express Post Centre
2	Gulshan-e-Iqbal HPO Karachi
3	Rawalpindi GPO
4	Lahore GPO
5	Lahore Postmall
6	Harbanspura P O
7	Faisalabad GPO
8	Gujranwala GPO
9	Sialkot GPO
10	Peshawar GPO
11	Peshawar Postmall
12	Abbottabad GPO
13	D.I. Khan GPO
14	Islamabad GPO
15	Post Mall Islamabad
16	Muzaffarabad GPO
17	Gilgit GPO
18	Multan GPO
19	Hyderabad GPO
20	Sukkur GPO
21	Quetta GPO

*Farkhan*  
1-07-2021  
Director (Int. Post)  
Directorate General  
Pakistan Post Office  
Islamabad-44000 Pakistan



**Note:** Pakistan Post reserves the right of the Re-Location of these support staff as per agreement.