

**Bidding Document for Provision Hiring of Bus on
Monthly Rental Basis for Pick & Drop of Staff**

Doc No: PAMCO/Pro/2019-20/0012

**Punjab Agriculture & Meat Company
(PAMCO)**



Tender Notice

Hiring of Bus on Monthly Rental Basis for Pick & Drop of Staff

Punjab Agriculture & Meat Company (PAMCO) is a non-profit Organization established under Section 42 of the Companies Ordinance, 1984. PAMCO has established a state of the art abattoir at Lahore for the provision of Halal, healthy and hygienic meat to cater the local need and to export to the globe. PAMCO intends to hire a transportation company for provision of 42 to 45 seater Mazda/Hino/Isuzu (3500cc/04 Cylinder) **or equivalent** bus on monthly rental basis for pick and drop of its staff. Interested parties may send sealed envelope containing Financial & Technical bid against said services.

Sealed envelopes should reach at the under given address on or before **29th June, 2020**, till 11:00 am along-with 2% of total estimated price i.e. **Rs: 1,200,000/-** annual as bid security (refundable) through CDR/Demand Draft (DD)/Pay order(PO) in favor of “Punjab Agriculture & Meat Company”. Tender will be opened at 11:30 am on the same day in the presence of all applicants or their authorized representatives. Bidding Documents are immediately available from PAMCO Office by paying Pay order of Rs.1,000/ - title (Punjab Agriculture & Meat Company) and complete term & condition are available in tender document. PAMCO may reject all bids at any time prior to acceptance of a bid as per PPRA rules.



Manager Administration
Punjab Agriculture & Meat Company
18-Km, Multan Road, Shahpur Kanjrah, Lahore.
Ph: 35971431-33, URL: www.pamco.bz



1. Overview of facility and scope of work:

Punjab Agriculture & Meat Company (PAMCO) is managing an abattoir situated at Shahpur Kanjran, Lahore. PAMCO requires the provision of services for 42 seater Mazda/Hino/Isuzu bus (3500cc/04 Cylinder) for staff pick & drop services.

2. Services Required (Scope of Work):

2.1 Punjab Agriculture & Meat Company intends to hire a Bus (Mazda/Hino/Isuzu or equivalent) (3500cc/04 Cylinder, 42 to 45 Seats, Non-Air Conditioned & good conditioned) on monthly rent basis for Daily Pick & Drop service/facility to PAMCO staff through sealed bids to be submitted on **June 29th, 2020 till 11:00 am which shall be opened at 11:30 am on the same day** by Punjab Agriculture & Meat Company designated Committee in the presence of all the bidders or their authorized representatives who may choose to attend. Late submission of Tender/Bid Documents after due date and time shall not be entertained.

2.2 Detail of route of Bus required for pick & drop services/facility, is as under

Pick & Drop Timing	Route	Approx Travel
Pick Timing 12:00 pm to 02:00 pm (First Shift)	18-Km Shahpur Kanjran Multan Road to Sannat Nagar to 18-Km Shahpur Kanjran Multan Road	60 Km
Pick Timing 05:00 pm to 07:00 pm (Second Shift)	18-Km Shahpur Kanjran Multan Road to Old Bakar Mandi (Bund Road) to Mohalwal to 18-Km Shahpur Kanjran Multan Road	40 Km
Drop Timing 10:00 pm to 12:00 am (First Shift)	18-Km Shahpur Kanjran Multan Road to Sannat Nagar to 18-Km Shahpur Kanjran Multan Road	60 Km
Drop Timing 05:00 am to 07:00 am (Second Shift)	18-Km Shahpur Kanjran Multan Road to Old Bakar Mandi (Bund Road) to Mohalwal to 18-Km Shahpur Kanjran Multan Road	40 Km

Note: Pick & drop timing will be different in summers and winters.

2.3 Interested Parties having their own good conditioned Mazda/Hino/Isuzu or equivalent 3500cc/04 Cylinder Bus (42 to 45 Seats, Non-Air Conditioned) can participate in the bidding for provision of requisite pick & drop service as per the routes mentioned above.

- 2.4 While quoting the Bid Amount in the enclosed Bid Form, the Bidders are required to carefully read the Conditions of Contract, and all the contents of Tender Documents.
- 2.5 The successful bidder shall provide their own good conditioned Mazda/Hino/Isuzu or equivalent (3500cc/04 Cylinder) Bus (42 to 45 Seats, Non-Air Conditioned) for the above mentioned route.
- 2.6 Number of vehicles for pick & drop service can be increased keeping in view the number of PAMCO employees availing pick & drop service. The successful bidder will be bound to provide additional vehicle, if required by PAMCO, at the rent; which rent in no case will be more than the quoted bid.
- 2.7 The Bid Amount quoted by the Bidder shall be subject to deduction of all applicable government taxes and levies, etc., by PAMCO.
- 2.8 The Bid Amount shall be inclusive of all taxes (Federal Authorities & Provincial Authorities), costs and expenses i.e. Engine Oil, repair/Maintenance of deputed vehicle, Salary of driver, all Toll taxes in Lahore and other expenses, etc. Payment of such expenses shall be the responsibility of the contractor. Any claim for such expenses during currency of the contract period shall neither be accepted nor shall be paid by PAMCO due to any reason whatsoever. Whereas Diesel for running of vehicle will provide by the PAMCO on actual basis (log book should be maintained for the claim the POL).
- 2.9 PAMCO shall not accept any claim or request for revision in bid amount and subsequently in the contract cost/amount due to increase in the associated costs till completion of the Contract Period. PAMCO shall not be liable to pay any amount/charges claimed by the prospective bidder in this respect.
- 2.10 Pick & drop service on the above mentioned route shall be provided without interruption for all official working days as notified by the PAMCO from time to time. However, the successful bidder shall be bound to provide such services even on holidays, etc., on request of PAMCO. Detail of existing schedule of official working days can be obtained during office hours from Office.
- 2.11 No extra claim shall be accepted by PAMCO in case of any change in the schedule of official working days by the PAMCO.
- 2.12 Timing schedule for pick & drop of the PAMCO Staff which is mentioned in clause 2.2 can be changed by the PAMCO's management with the prior intimation to the successful bidder. The Timing Schedule will be observed strictly.
- 2.13 No extra claim shall be accepted by PAMCO in case of any changes made by PAMCO in the above mentioned route up to 7 Kilometers However, major changes in the route more than 7 Kilometers shall be made with mutual consent of the parties.

- 2.14 The contract will be initially for a period of one (01) years (Extendable with mutual consent).
- 2.15 Bidders shall indicate in the space provided in the Bidder's Information Form and also in the Bid Form their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids is to be sent.
- 2.16 The Contractor shall not assign or sublet the contract or any part thereof or any benefit therein or hereunder without the written consent of PAMCO. PAMCO will consider the request on case to case basis.
- 2.17 The Contractor shall ensure availability of all relevant equipment, tools, wheel pana/jack, batteries, extra tyres, etc., in deputed vehicles necessary to provide un-interrupted pick & drop service to PAMCO employees.
- 2.18 In case of emergency break down of the duty vehicle deputed by the Contractor for pick & drop service of PAMCO employees, the contractor shall provide pick & drop facility without any delay by immediately arranging substitute vehicle of the same condition having all requisite facilities.
- 2.19 The Authorized representative of PAMCO and the Contractor shall mutually decide the matter concerning temporary discontinuation of pick & drop service for a specific working day due to any major disturbances in the city.
- 2.20 In case of non-provision/discontinuation of pick & drop facility by the Contractor for one or more of the official working days in a month but not more than 07 (Seven) consecutive days in a month, deduction on monthly basis as per following formula shall be made from monthly claim of the contractor as mentioned in **Annex-I**.

3. Key Service-level Parameters:

In case of non-performance of the service provider for scope of work/responsibility or its Obligation, fines shall be charged as defined in Annexure-J. Such fines shall be limited to 05 % (Five percent) of the annual contract value. If the cumulative amount of such fines exceeds 05 % of the annual contract value, then it shall be considered as event of default on part of the service provider.

4. Tender Security:

- 4.1 The Tenderer shall furnish the tender Security as part of the financial bid envelope, failing which will cause rejection of bid; as under:

- 4.2 In the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document or in form of Call Deposit Receipt(CDR)/Demand Draft (DD)/Pay Order (P.O) from scheduled bank;
- 4.3 2% of estimated price i.e 1,200,000/- (One Million Two Hundred Thousand Only) annual (Rs: 100,000/- per month).
- 4.4 Have a minimum validity period of 180 days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 4.5 The proceeds of the Tender Security shall be payable to the Purchaser, on the occurrence of any / all of the following conditions:
- 4.5.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
- 4.5.2 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
- 4.5.3 If the tenderer fails to provide the performance security in stipulated timeframe or format.
- 4.6 The Tender security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid, as well as to the unsuccessful bidders following the financial bid opening procedure. The Tender Security shall also be returned to the successful Tenderer on furnishing the Performance Security.

5. Tender Validity:

The Tender shall have a minimum validity period of Ninety (90) days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to the extension of validity period of the Tender, the validity period of the Tender security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Tender security.

6. Modification / Withdrawal of the Tender:

- 6.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

- 6.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

7. Opening of Tender:

Tenders shall be opened, at the given place, time and date, in the presence of the Tenderer(s), if available, for which they shall ensure their presence without further invitation.

8. Clarification of the Tender by the Purchaser:

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is solid discretion of the Purchaser.

9. Determination of Responsiveness of the Tender:

- 9.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
- 9.1.1 meets the eligibility criteria for the Tenderer for the Services;
 - 9.1.2 meets the delivery period / point for the Services;
 - 9.1.3 Offers fixed price quotations for the Services in PKR
 - 9.1.4 Is accompanied by the required Tender Security as part of financial bid envelope;
 - 9.1.5 Is otherwise complete and generally in order;
 - 9.1.6 Conforms to all terms and conditions of the Tender Document, without material Deviation or reservation.
- 9.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 9.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender; but subject to approvals of the Tender Evaluation Committee.

10. Rejection / Acceptance of the Tender:

- 10.1 The Purchaser shall have the right, at his exclusive discretion, to accept a Tender, reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of formal Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.
- 10.2 The Tender shall be rejected if:
- 10.2.1 It is substantially non-responsive; or
 - 10.2.2 It is submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
 - 10.2.3 It is incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, Alternative, late; or
 - 10.2.4 It is subjected to interlineations / cuttings / corrections / erasures / overwriting; or
 - 10.2.5 The Tenderer fails to meet all the requirement of tender eligibility or qualification criteria; or
 - 10.2.6 The Tenderer engages in corrupt or fraudulent practices in competing for the Contract award.
 - 10.2.7 There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
 - 10.2.8 The Tenderer submits any financial conditions as part of its bid which are not in Conformity with tender document.

11. Performance Security:

- 11.1 The successful Tenderer shall furnish Performance Security as under:
- 11.1.1 Within ten (10) working days of the receipt of the Acceptance Letter from the Purchaser;
 - 11.1.2 In the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan/pay order/CDR/AA rated Insurance guarantee, as per the format provided in the Tender Document.
 - 11.1.3 Denominated in Pak Rupees;
 - 11.1.4 Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period.
 - 11.1.5 The successful tenderer shall submit a performance security **of 05% of the annual contract value (Quoted monthly charges x 12 months)**.
 - 11.1.6 The proceeds of the Performance Security shall be payable to the Purchaser, on Occurrence of any / all of the following conditions:
 - 11.1.6.1 If the Service Provider commits a default under the Contract;

11.1.6.2 If the Service Provider fails to fulfill any of the obligations under the Contract.

11.1.6.2 If the Service Provider violates any of the terms and conditions of the Contract.

11.1.7 The Performance Security shall be returned to the Tenderer after 60 working days after completion of contract.

12. Redressing of Grievances by the Purchaser:

- 12.1 The Purchaser shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 12.2 Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report.
- 12.3 The committee shall investigate and decide upon the complaint within fifteen days of the Receipt of the complaint.
- 12.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

Contract for

**Hiring of Bus on Monthly Rental Basis
for Pick & Drop of Staff**

Between

[Purchaser]

And

[Service Provider]

Dated:

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Agreement

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I. Agreement

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year],

BETWEEN

Punjab Agriculture & Meat Company on the one part (hereinafter called the “Purchaser” which expression shall include its successors, legal representatives and permitted assigns)

AND

[Full legal name of Service Provider], on the other part (hereinafter called the “Service Provider” which expression shall include the successors, legal representatives and permitted assigns) severally liable to the Purchaser for all of the Service Provider’s obligations under this Contract and is deemed to be included in any reference to the term “Service Provider.”

RECITALS

WHEREAS,

- (a) The Punjab Agriculture & Meat Company intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of Bus for Pick & Drop Services as described in the contract.
- (b) The Purchaser has requested the Service Provider to provide certain services as described in Tender Document; and
- (c) The Service Provider, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Service Provider hereby covenants with the Purchaser to provide the services, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Service Provider.
2. The Purchaser hereby covenants with the Service Provider to pay the Service Provider, the Contract Price or such other sum as may become payable, at the times and in the

manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Services.

3. The following shall be deemed to form and be read and construct as part of this Contract:

- (a) The Tender Document
- (b) Bidder’s Proposal
- (c) Terms and Conditions of the Contract.
- (d) Special Stipulations.
- (e) The Technical Specifications
- (f) Tender Form
- (g) Price Schedule
- (h) Affidavit(s)
- (i) Authorized Dealership / Agency Certificate
- (j) Performance Security
- (k) Any Standard Clause acceptable for Purchaser

4. This Contract shall prevail over all other documents. In the event of any discrepancy /inconsistency within the Contract, the above Documents shall prevail in the order listed above.

5. Contractual obligations Roles and Responsibilities of Purchaser and Service Provider as explained above in the document.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **[full legal name of the Purchaser]**:
 Signature _____
 Name _____
 Witnessed By: _____

For **[full legal name of the Service Provider]**:
 Signature _____
 Name _____
 Witnessed By: _____

WITNESSES

Signature _____
 CNIC # _____
 Name _____
 Designation _____
 Address _____

Signature _____
 CNIC # _____
 Name _____
 Designation _____
 Address _____

II General Conditions of Contract

13. Contract:

The Purchaser shall, after receipt of the Performance Security from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within ten working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.

14. Contract Documents and Information:

The Service Provider shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

15. Contract Language:

The Contract and all documents relating to the Contract, exchanged between the Service Provider and the Purchaser, shall be in English. The Service Provider shall bear all costs of translation to English and all risks of the accuracy of such translation.

16. Insurance:

The Service Provider shall provide such insurance as is sufficient to protect against their theft, damage or deterioration during course of the service, storage/transit to their final destination as indicated in this Contract. The Service Provider shall arrange and pay for

the insurance of the vehicle, equipment or any such item to the place of purchaser's destination.

17. Payment:

The procedure for payments to Service Provider shall be as under:

- 17.1 The Service Provider shall submit an Application for Payment (Invoice), in the prescribed form, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services provided, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any.
- 17.2 The Purchaser shall issue a Certificate of Payment, in the prescribed form, with a copy to the Service Provider, verifying the amount due, within seven days of receipt of an Application for Payment. The Client may withhold a Certificate of Payment on account of defect(s) / short coming(s) in the services provided. The Client may make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate.
- 17.3 The Purchaser shall pay the amount verified in the Certificate of Payment within thirty days (30) days of receipt of a Certificate of Payment. Payment shall not be made in advance. The Purchaser shall make payment after deduction of applicable tax, through cross cheque in name of service provider.
- 17.4 Payments shall be made against successful delivery of services as per required plan and Services provided.
- 17.5 Payment shall be made after deduction of taxes at source (Income and Sales Tax) whichever is applicable by the tax authorities (Federal or Provincial).

18. Price:

The Service Provider shall not charge prices for the services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Service Provider in the Price Schedule (Financial Bid).

19. Assignment / Subcontract:

The Services will not assign or sub-contract its obligations under the Contract, in whole or in part.

20. Extensions in time for performance of obligations under the Contract:

If the Service Provider encounters conditions impeding timely performance of any of the Obligations, under the Contract, at any time, the Service Provider shall, by written notice served on the Purchaser, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Service Provider with a copy to the Client, extend the Service Provider's time for performance of its obligations under the Contract.

21. Liquidated Damages (LD):

If the Service Provider fails / delays in performance of start of Service liquidated damages @ 0.25 % of monthly charges per day shall apply.

However, the amount so deducted shall not exceed, in the aggregate, the value of the Performance security.

22. Forfeiture of Performance Security:

If the Service Provider fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Service Provider. Failure to supply required services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

23. Termination for Default:

- 23.1 If the Service Provider fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract, or engages in any illegal activities, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served to the Service Provider, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Service Provider; provided that the termination of the Contract shall be resorted to only if the Service Provider does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.
- 23.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the Service Provider shall be liable to the Purchaser for any excess costs for such similar Services / Works. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

24. Termination for Insolvency:

If the service provider becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Service Provider, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Service Provider.

25. Termination for Convenience:

- 25.1 The Purchaser may, at any time, by written thirty (30) days' notice served on the Service Provider, terminate the Contract, in whole or in part.
- 25.2 The Services which are complete or to be completed by the Service Provider, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining services, the Purchaser may elect:

26. Force Majeure:

- 26.1 Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the purchaser or of the Service Provider. Non-availability of materials/supplies or of import license or of export

permit shall not constitute Force majeure. If by reasons of Force Majeure supplies or services cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the purchaser keeping in view all the circumstances and requirements of the Purchaser.

- 26.2 The Service Provider shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.
- 26.3 If a Force Majeure situation arises, the Service Provider shall, by written notice served on the Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Service Provider shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

27. Dispute Resolution:

- 27.1 The Purchaser and the Service Provider shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 27.2 If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Service Provider have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

28. Statutes and Regulations:

- 28.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. The Service Provider shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

28.2 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

29. Taxes and Duties:

The Service Provider shall be entirely responsible for all applicable taxes, duties and other such levies imposed by the concerned local provincial and federal authorities in Pakistan.

30. Contract Cost:

The Service Provider shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser and shall in no case be responsible / liable for those costs /expenses e.g. Contract Stamp duty charges etc.

31. Authorized Representative:

The Purchaser, or the Service Provider may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

- 31.1 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, or the Service Provider.
- 31.2 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 31.3 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 31.4 Notwithstanding above Clause, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Client to disapprove such Services or Works and to give instructions for the rectification thereof.
- 31.5 If the Service Provider questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Service Provider may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction.

32. Special Stipulations:

SCHEDULE-A, SPECIAL STIPULATIONS	
For ease of Reference, certain special stipulations are as under:	
Tender Security	<p>The Service Provider shall furnish the Tender Security as under: for the whole Tender; The Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document or in form of Call Deposit Receipt (CDR)/ Demand Draft (DD)/ Pay order (P.O); for a sum 2% of total estimated price i.e. 1,200,000/- (annual); denominated in Pak Rupees; Have a minimum validity period of one hundred and eighty days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later</p>
Performance Security	<p>The successful Bidder shall furnish Performance Security as under: within ten (10) working days of the receipt of the Acceptance Letter from the Purchaser; in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan/Demand Draft/Pay Order/CDR/AA Rated Insurance Guarantee, as per the format provided in the Tender Document or in another form acceptable to the Purchaser; Denominated in Pak Rupees; Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period. The successful Tenderer shall submit a performance security for 05% of the annual contract value. The Performance Security shall be returned to the Tenderer after 60 working days after provision of services.</p>
Signing of Contract	<p>The Purchaser shall, after receipt of the Performance Security from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within ten working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.</p>
Start date for operation	<p>To provide the services on said date and time, as specified by the Purchaser.</p>
Contract Period	<p>The contract will be for 1 year</p>
Liquidated damages for failure / configuration of Services by the Service	<p>If and when applicable, liquidated damages (LD) shall be levied for delay start date of services @ 0.25 % of the annual contract value (Monthly quoted price x 12) However, the amount so deducted shall not exceed, in the aggregate, the value of the performance security. The Liquidated Damages are attributable to such part of the Services as cannot, in</p>

Provider	consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s)
Legal Status to Work in Pakistan	The Bidder must be allowed and meet all conditions set forth by the GoPb to work with all concerned parties of the private, public, and not for profit sectors.

Annexure-A : Technical Proposal Submission Form

Technical Proposal Submission Form

[Date]

To _ (Name and address of Client / Purchaser) _

Dear Sir/Madam,

We, the undersigned, offer to provide the **(insert title of assignment)** _ in accordance with your Request for Proposal/Tender Document dated _ (insert date) _ and our Proposal. We are hereby submitting our Proposal, which is in conformity with the instruction given by the purchaser.

We undertake, if our Proposal is accepted, for provision of Bus on Monthly Rental Basis for Pick & Drop of Staff in PAMCO. We also confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature and Seal (Stamp)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

Annexure-B: Financial Proposal Submission Form (Part of Financial Bid Envelope)

Name of the Company/Firm : _____
 Address of the Company/Firm : _____
 NTN No : _____
 STRN No (If Any) : _____

Sr. No	Description	Location	Monthly Service Charges (Rs)
1	Monthly charges of Provision of 42 Seater Bus for Staff Pick & Drop Services	PMMC (18-Km Multan Road, Shahpur Kanjran, Multan Road, Lahore)	
Total			
Provincial Sales Tax (PST) if Any			
Grand Total Inclusive of all Taxes			

 Authorized Signature with Stamp

 Name

 Date

Annexure-C: Instructions for preparation of power of attorney

- a) To be executed by an authorized representative of the bidder.
- b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d) In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Annexure-D: Format of POWER OF ATTORNEY

(Bidder's letter head officially signed and stamped)

We (name of the company and address of the registered office) do hereby appoint and authorize Mr. / Ms. (full name and residential address) bearing Pakistan's Computerized National Identity Card (CNIC) no. (Complete CNIC No.) who is presently engaged with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the Operation) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this day of _____ 20__

For _____

(Signature)
 (Name, Designation and Address)
 Accepted
 (Signature)

(Name, Title and Address of the Attorney)
 Date:

Annexure-E: Undertaking

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information documents.

Dated this day of _____ 20__

Signature
(Company Seal)

In the capacity of
Duly authorized to sign bids for and on behalf of:

Annexure-F: Tender Security Form

TENDER SECURITY FORM

WHEREAS [Name and Address of the Service Provider] (hereinafter called "the Service Provider") has submitted Tender against Tender Name (hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Of PKR (in figures) _____ (In Words)

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (Hereinafter called "the Guarantor") has agreed to give the Operator a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in Words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Operator withdraws the Tender during the period of the Tender validity specified by the Operator on the Tender Form; or
2. If the Operator does not accept the corrections of his Total Tender Price; or
3. If the Operator, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document. Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him. Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee. This guarantee shall remain valid up to _____ or until furnishing of the Performance

Security, whichever is later.

Date this _____ Day of 2020.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

Annexure-G: PERFORMANCE SECURITY

Issuing Authority:
Date of Issuance:
Date of Expiry:
Claim Lodgment Date:

WHEREAS [Name and Address of the Service Provider] (hereinafter called "the Service Provider") has agreed to supply the Services and render the Services against Tender Name (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Service Provider shall furnish Performance Security, within ten working days of the receipt of the Acceptance Letter from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser, valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Service Provider a Guarantee; THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____), (in words) _____ And undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Service Provider commits a default under the Contract;
2. If the Service Provider fails to fulfill any of the obligations under the Contract;
3. If the Service Provider violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him. And further provided that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until expiry of warranties or all obligations have been fulfilled in accordance with the Contract, whichever is later.
Date this _____ day of 2020.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

Annexure-H: Format for Covering Letter

To

(Name and address of Purchaser)

Sub: _____.

Dear Sir,

a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.

c) We agree to abide by this proposal for the period of days (as per requirement of the Services) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

d) We agree to execute a contract in the form to be communicated by the _ (insert name of the Purchaser) _, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.

f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

g) We would like too clearly state that we qualify for this work as our company meets all the prequalification criteria indicated on your tender document. The details are as under:

Authorized Signatures with Official Seal

Annexure-I: Standard Monetary Deductions for Default/Non-performance of Services

Rate per Service Day (RPSD) = (Bid Value x 12) / [365]

Description of Infraction	Fine for each occurrence(PKR)
<u>Non-Provision of Vehicle on Working Day</u>	<u>1 X RPSD</u>