

**STANDARD BIDDING DOCUMENTS**

**FOR HIRING OF RENTAL VEHICLES**

**PROVINCIAL DISASTER MANAGEMENT AUTHORITY**  
**KHYBER PAKHTUNKHWA**



**TENDER NOTICE**  
**HIRING OF RENTAL VEHICLES**  
**CEW-PDMA KHYBER PAKHTUNKHWA**

1. Director General, Provincial Disaster Management Authority (PDMA) Civil Secretariat, Peshawar invites sealed bids under National Competitive Bidding from eligible rental vehicles service provider for provision of rental vehicles as per details mentioned in schedule "A" of bidding documents.
2. Bidders must fulfill the following mandatory criteria, In case of non-compliance with mandatory criteria bid will be rejected.
  - I. Valid Income Tax Registration Certificate
  - II. Valid General Sales Tax Registration No. (Status Active with FBR)
  - III. Submission of undertaking duly stamped and signed that the firm, company, is not blacklisted or involve in any corrupt or illegal practice or banned or declared ineligible / blacklisted by any procuring agency/KPPRA
  - IV. Professional Tax Certificate 2022-2023
  - V. Bid Security amounting to Rs 100,000/- in shape of CDR in the name of Director General PDMA
  - VI. Registration with Khyber Pakhtunkhwa Revenue Authority (KPPRA)
3. Bidding shall be conducted through **Single Stage– Single Envelope** Bidding Procedure comprising a single package containing technical and financial proposal as per KPPRA Rules-2014.
4. The nature of contract shall be framework agreement as per Rule 31-A of KPPRA Rules ibid wherein the rates at Schedule-A shall be finalized and the bidders shall supply the same as and when needed by the PDMA Authorities over the contract period.
5. Bidding documents, detailed description and quantities of items, can be obtained free of cost from the office of the undersigned during office hours. The Bidding Documents can also be downloaded from official websites of PDMA & KPPRA at [www.pdma.gov.pk](http://www.pdma.gov.pk) and [www.kppra.gov.pk](http://www.kppra.gov.pk) respectively.
6. The bids shall reach to the Office Assistant Director Procurement PDMA through registered Dak/Courier Services or by hand submission on or before **29-02-2024** at **02:00 pm**. The technical bids will be opened on the same day by the Procurement committee in the presence of Representatives of the bidders who intends to attend at **02:30 pm** in Committee Room of PDMA. Bid received after due date & time shall not be entertained.
7. Financial Bid will be opened after announcement of technical evaluation results. Date, time for financial bid opening will be intimated to technically qualified bidders in written.
8. The bid must be accompanied with Bid Security of Rupees One Hundred Thousand **(Rs.100,000/-)** in the shape of Demand Draft (DD)/Call Deposit Receipt (CDR) in the name of the undersigned.
9. Bids shall be quoted in Pak Rupees and shall inclusive of all taxes where applicable.
10. The undersigned reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Procurement Rules 2014.

**Director General**  
**Provincial Disaster Management Authority, Complex Emergencies Wing, Khyber**  
**Pakhtunkhwa**  
**Phase-V, Hayatabad, Peshawar**  
**Phone: 091-9213855 Fax: 091-9214025**

## **Instructions to Bidders**

### **A. General**

#### **IB.1 Scope of Bid**

The Procuring Entity as defined in the Bidding Data (hereinafter called 'the Procuring Entity') intends to receive Bids hiring of rental vehicles summarized in Bidding Data (hereinafter called 'The services').

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

#### **IB.2 Eligible Bidders**

Bidding is open to all firms and persons who fulfill the conditions given in the Invitation for Bids and Bidding Documents.

#### **IB.3 Cost of Bidding**

The bidder shall bear all costs associated with preparation and submission of its bid.

### **B. BIDDING DOCUMENTS**

#### **IB.4 Contents of Bidding Documents**

In addition to invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum/corrigendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedule A to Bid
3. Conditions of Contract & Contract Data
4. Standard Form of Contract Agreement

#### **IB.5 Clarification of Bidding Documents**

5.1 A prospective bidder requiring any clarification(s) with regard to Bidding Documents may notify the Procuring Entity at the Procuring Entity's address indicated in the Bidding Data.

5.2 A procuring entity may ask bidder for clarification of the bid to assist in the evaluation. To avoid delays, the procuring entity may hold a pre-bid conference with the prospective bidders at least five working days before the last day for submission of bids if the procurement is of complex nature and high value.

#### **IB.6 Amendment of Bidding Documents**

6.1 At any time prior to the deadlines for submission of Bids, the Procuring Entity may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum/Corrigendum.

6.2 Any addendum/Corrigendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be uploaded on official website of PDMA. Bidders shall acknowledge receipt of each addendum in writing to

Procuring Entity.

- 6.3 To afford bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may at its discretion extend the deadline for submission of Bids.

## **C. PREPARATION OF BIDS**

### **IB.7 Language of Bid**

As per rule-4 of the KPPRA rules 2014, All documentation related to public procurements of entities shall be in English or Urdu.

### **IB.8 Documents Comprising the Bid**

The bid prepared by the bidder shall comprise the following components:

- (a) Covering Letter
- (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.13.3.
- (c) Bid Security furnished in accordance with Clause IB.12.
- (d) Documentary evidence in accordance with Clause IB.11

### **IB.9 Sufficiency of Bid**

- 9.1 Each bidder shall satisfy himself before bidding as to the correctness and sufficiency of his Bid and of the rates entered in the Schedule.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the services.

### **IB.10 Bid Prices, Currency of Bid and Payment**

- 10.1 The bidder shall quote the rates of transportation for each destination given in the Schedule A to Bid.
- 10.2 The unit rates and prices in the Schedule of Rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

### **IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

### **IB.12 Bid Security**

- 12.1 Each bidder shall furnish, as part of his bid, a Bid Security amounting to RS.100,000/- (Rupees One lac only) in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the Procuring

Entity valid for a period up to One year (365) days beyond the bid validity date. The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid.

- 12.2 Any bid not accompanied by an acceptable Bid Security shall be considered by the Procuring Entity as non-responsive.
- 12.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 12.4 The bid security of successful bidder will be retained with the Procuring Entity till completion of the contract period and the amount of performance guarantee will be reduced by an equivalent amount.
- 12.5 The Bid Security may be forfeited:
  - (a) if a bidder withdraws his bid during the period of bid validity; or
  - (b) in the case of a successful bidder, if he fails to:
    - (i) furnish the required Performance Security in accordance with Clause IB.20, or
    - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.19.2&19.3.

#### **IB.13 Validity of Bids, Format, Signing and Submission of Bid**

- 13.1 Bids shall remain valid for the period of One Year (365 days) after the date of bid opening.
- 13.2 Schedule to Bid is to be properly completed in its entirety and signed.
- 13.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 13.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them as "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 13.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). All pages of the bid shall be initialed and official sealed be affixed by the person or persons signing the bid.
- 13.6 The Bid shall be delivered in person, or through courier service or sent by registered mail, at the address to Procuring Entity as given in Bidding Data.

#### **D. SUBMISSION OF BID**

##### **IB.14 Deadline for Submission, Modification & Withdrawal of Bids**

- 14.1 Bids must be received by the Procuring Entity at the address as provided in Bidding Data not later than the time and date stipulated therein. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.
- 14.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 14.3 Any bid received by the Procuring Entity after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

- 14.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Entity prior to the deadline for submission of bids.
- 14.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.12.5 (a).

## **E. BID OPENING AND EVALUATION**

### **IB.15 Bid Opening, Clarification and Evaluation**

- 15.1 The Procuring Entity will open the bids, in the presence of bidders' or their representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 15.2 The bidder's name, Bid Prices, the presence or absence of Bid Security, and such other details as the Procuring Entity at its discretion may consider appropriate, will be announced by the Procuring Entity while opening the bid. The Procuring Entity will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
- 15.3 To assist in the examination, evaluation and comparison of Bids the Procuring Entity may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 15.4 Prior to the detailed evaluation, the Procuring Entity will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents. It will include determining the requirements listed in Bidding Data.
- 15.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 15.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Procuring Entity, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

### **IB.16 Process to be Confidential**

- 16.1 Procuring entities shall announce the results of technical bid evaluation in the form of a report before opening of the financial bids, to all bidders. The procuring entity shall also announce the final results of a bid evaluation giving justification for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its and Authority website.
- 16.2 Any effort by a bidder to influence Procuring Entity in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

## **F. AWARD OF CONTRACT**

### **IB.17. Post Qualification**

- 17.1 The Procuring Entity, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the bidder to provide information concerning their professional, technical, financial,

legal or managerial competence:

Provided that such qualification shall only be laid down after recording reasons therefor in writing. It shall form part of the records of that bid evaluation report.

- 17.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

#### **IB.18 Award Criteria & Procuring Entity's Right**

- 18.1 Subject to Sub-Clause IB.18.2, the Procuring Entity will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.17.
- 18.2 Notwithstanding Sub-Clause IB.18.1, the Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Entity's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

#### **IB.19 Notification of Award & Signing of Contract Agreement**

- 19.1 Prior to expiration of the period of bid validity prescribed by the Procuring Entity, the Procuring Entity will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 19.2 Within seven (7) days from the date of furnishing of acceptance Performance Security under the Conditions of Contract, the Procuring Entity will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 19.3 The formal Agreement between the Procuring Entity and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Entity.

#### **IB.20 Performance Security**

- 20.1 The successful bidder shall furnish to the Procuring Entity a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.
- 20.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.19.2 & 19.3 or 20.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

## BIDDING DATA

### Instructions to Bidders

#### Clause Reference

#### 1.1 Name of Procuring Entity

Director General, Provincial Disaster Management Authority-Complex Emergencies Wing

#### Brief Description of Works

Provision of transportation services in relief operations in the province on need basis in the event of any disaster or emergency, from and to the destinations mentioned in the Schedule A appended to bidding documents.

#### 5.1 Procuring Entity's address:

PDMA, Phase-IV, Hayatabad Peshawar, Phone No.9219522, Fax No.9216520

10.2 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

#### 11.2 Bid Evaluation Criteria

| Sr.                                  | Description   | Figure (To be filled by the bidder) | Marks (to be filled in by the Purchaser)  | Supporting Annexure |
|--------------------------------------|---|-------------------------------------|---|---------------------|
| 1                                    | Valid Income Tax Registration No. (Status Active with FBR)  |                                     | Mandatory   |                     |
| 2                                    | Valid General Sales Tax Registration No. (Status Active with FBR) 100% Compliance   |                                     | Mandatory   |                     |
| 3                                    | Submission of undertaking duly stamped and signed that the firm, company, is not blacklisted or involve in any corrupt or illegal practice or banned or declared ineligible / blacklisted by any procuring agency/KPPRA |                                     | Mandatory   |                     |
| 4                                    | Professional Tax Certificate 2023-2024  |                                     | Mandatory   |                     |
| 5                                    | CDR Number, CDR Date, CDR Amount  |                                     | Mandatory   |                     |
| 6                                    | Registration with Khyber Pakhtunkhwa Revenue Authority (KPRRA)  |                                     | Mandatory   |                     |
| 6                                    | Income Tax Paid (Returns must be provided)  |                                     | <b>20-Marks</b><br>5 Years=20 Marks   |                     |
| 7                                    | Bank Statement from 01-07-2018 to 30-06-2023  |                                     | <b>20-Marks</b><br>Above 10 Million=20 Marks<br>6 to 10 Million = 15 Marks<br>2 Million to 5 Million = 10 Marks |                     |
| 8                                    | Relevant experience of past 2 years/work with any Govt. Department//Organization (Work/Supply Order must be provided).  |                                     | <b>10-Marks</b><br>2 years =10 Marks  |                     |
| TOTAL MARKS: 50<br>PASSING MARKS: 40 |   |                                     |   |                     |

#### 11.3 Award of Bid

Bid will be award to lowest bidder among technically qualified bidders



**12.1 Amount of Bid Security**

Rs 100,000/- (Rupees One Hundred Thousand only)

**13.1 Period of Bid Validity**

One Year (365) Days

**13.4 Number of Copies of the Bid to be submitted**

One original plus one copy.

**13.6 Procuring Entity's Address for the Purpose of Bid Submission**

Director General, Provincial Disaster Management Authority, Complex  
Emergencies Wing, phase 5, Hayatabad Peshawar .

**14.1 Deadline for Submission of Bids**

02:00 PM

**15.1 Venue, Time, and Date of Bid Opening**

Venue: PDMA-CEW Head Office, Phase IV, Hayatabad Peshawar

Time: 02:30 PM

Date: 29-02-2024

**15.4 Responsiveness of Bids**

- (i) The Bid is valid till required period,
- (ii) The Bid prices are firm during currency of contract
- (iii) The Bidder is eligible to Bid and possesses the requisite capability and qualification.

**FORM OF BID**  
**(LETTER OF OFFER)**

To:

The Director General,  
Provincial Disaster Management Authority,  
Khyber Pakhtunkhwa, Peshawar

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Schedule A and Addendum/Corrigendum Nos. \_\_\_\_\_ for provision of transportation services, we, the undersigned, being a company doing business under the name of \_\_\_\_\_ and address \_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to provide the services in conformity with the said Documents including Addendum/Corrigendum thereto.
2. We understand that the Schedule attached hereto forms part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security amount of Rupees five hundred thousand (Rs 500,000) in favor of Director General PDMA, valid for a period of one Year (if contract not extended) beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to provide transport services to deliver the relief goods as comprised in the contract at short notice at any place mentioned in Scheduled A during disaster/emergency situations without making payment in advance.
5. We agree to abide by this Bid for the period One Year (365) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion or arrangement with any other person or persons making a bid for the services.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Signature \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of

\_\_\_\_\_  
(Name of Bidder in Block Capitals)

(Seal)

Address  
\_\_\_\_\_

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Witness:

(Signature)\_\_\_\_\_

Name: \_\_\_\_\_NIC No. \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

## **PREAMBLE TO SCHEDULE- A**

- 1) The Schedule of Prices shall be read in conjunction with the Conditions of Contract and Contract Data.
- 2) The rates and amounts entered in the Schedule shall be the rates at which the contractor shall be paid after deducting all applicable taxes.
- 3) The rate shall be entered against each item in Schedule A.
- 4) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

**SCHEDULE A TO BID**

**RENTAL VEHICLE CHARGES**

| Sr. No. | Name & Description of Rental Vehicle                             | Model (Year) | Rent with Driver<br>(inclusive of all prevailing taxes) |           | Rent without Driver<br>(inclusive of all prevailing taxes) |           |
|---------|--|--------------|---|-----------|--|-----------|
|         |  |              | Per Day   | Per Month | Per Day  | Per Month |
| 01      | TOYOTA CORROLA /HONDA CIVIC<br>1800CC or equivalent car (Petrol) | 2019-2024    |   |           |  |           |
| 02      | TOYOTA CORROLA/HONDA CIVIC<br>1300CC or equivalent car (Petrol)  | 2019-2024    |   |           |  |           |
| 03      | SUZUKI Cultus 1000CC Equivalent car (Petrol)                     | 2019-2024    |   |           |  |           |
| 04      | Double Cabin (vigo, Revo) 2400-3000 CC<br>(Diesel)               | 2019-2024    |   |           |  |           |
| 05      | SUV (Toyota, Honda, MG)  | 2019-2024    |   |           |  |           |

Seal & Signature of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

## **CONDITIONS OF CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

##### **The Contract**

1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 “Specifications” means the document as listed in the Contract Data, including Procuring Entity’s requirements in respect of rates for different destinations.

##### **Persons**

1.1.3 “Procuring Entity” means the officer mentioned in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.4 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Entity) any assignee.

1.1.5 “Party” means either the Procuring Entity or the Contractor.

##### **Dates, Times and Periods**

1.1.6 “Commencement Date” means the date named in the Contract.

1.1.7 “Day” means a calendar day.

1.1.8 “Period” means the period of the Contract.

1.1.9 “Country” means the Islamic Republic of Pakistan.

1.1.10 “Province” means Khyber Pakhtunkhwa.

1.1.11 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.

#### **1.2 Interpretation**

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural.

#### **1.3 Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

#### **1.4 Law**

The law of the Contract is the relevant Law of Khyber Pakhtunkhwa Province.

## **2. THE PROCURING ENTITY**

### **1.5 Statutory Obligations**

The Contractor shall comply with the laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Services.

## **2 The Procuring Entity**

### **2.1 Procuring Entity's Instructions**

The Contractor shall comply with all instructions given by the Procuring Entity in respect of the Services.

### **2.2 Approvals**

No approval or consent or absence of comment by the Procuring Entity shall affect the Contractor's obligations.

## **3. PROCURING ENTITY'S REPRESENTATIVES/AUTHORIZED PERSON**

The Procuring Entity shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Entity shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

## **4. THE CONTRACTOR**

### **4.1 General Obligations**

The Contractor shall take all responsibility for safe delivery of the relief items in accordance with the Contract. The Contractor shall also provide all supervision and labour for loading and unloading.

### **4.2 Subcontracting**

The Contractor shall not subcontract without the consent of the Procuring Entity.

### **4.3 Performance Security**

The bid security of successful bidder will be retained as performance security/guarantee till completion of the agreement/contract.

## **5. RESPONSE TIME**

### **5.1 Supply of Goods**

Subject to sub-Clause 5.2 below, the Contractor shall ensure to provide the transport, load the relief goods and departure for the destination within six (06) hours.

### **5.2 Early Warning**

The Contractor shall notify the Procuring Entity/authorized person in writing as soon as he is aware of any circumstance which may delay or disrupt the delivery.

**6. PAYMENT**

The Contractor shall submit for each successful delivery to the Procuring Entity a statement/bill/invoice showing the amounts to be paid.

**7. Currency**

Payment shall be in the currency stated in the contract data

**8. DEFAULT**

**8.1 Defaults by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Entity may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen(14) days after receipt of the Procuring Entity's notice, the Procuring Entity may by a second notice given within a further twenty one(21) days, terminate the Contract.

**9. RISKS AND RESPONSIBILITIES**

**9.1 Contractor's Care of the Works**

The Contractor shall take full responsibility for the care of the good to be delivered.

**9.2 Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Procuring Entity immediately.

**10. RESOLUTION OF DISPUTES**

**10.1 Arbitration**

A dispute shall be settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data.



## CONTRACT DATA

1.1.3 **The Procuring Entity** means

**Director General, Provincial Disaster Management Authority**

1.1.4 **The Contractor** means

\_\_\_\_\_  
\_\_\_\_\_

1.1.6 **Commencement Date** means the date when both the parties signs the Contract Agreement.

1.3 **Documents forming the Contract listed in the order of priority:**

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) The completed Schedule A to Bid
- (e) Conditions of Contract
- (f) Contract Data

3. **Authorized Person:**

Assistant Director CEW- PDMA, shall act for Procuring Entity to call the Contractor as and when the services of the contractor are required.

4.3. **Performance Security:**

Amount Rs.100,000 (Rupees One Hundred Thousand only)

Validity During currency of the contract

7. **Currency of payment:** Pak. Rupees

10. **Arbitration**

Place of Arbitration: CEW-PDMA Head Office, Phase-IV, Hayatababd Peshawar

**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the day of 2024 between the Director General Provincial Disaster Management Authority(hereinafter called "Procuring Entity") of the one part and \_\_\_\_\_ (hereinafter called the "Contractor") of the other part.

WHEREAS the Procuring Entity is desirous that transport services in relief operations in the province should be provided by the Contractor on need basis in the event of any disaster or emergency and has accepted b Bid by the Contractor for the provision of such services.

NOW this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addendum/Corrigendum, if any except those parts relating to instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid along with Schedules A to Bid;
  - (c) Conditions of Contract & Contract Data.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to provide the transport services in conformity and in all respects within the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor, in consideration of the provision of the transport services in accordance with the Contract, the sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. The contract shall be effective for one year from the date of commencement and will be extendable for another year as per mutual consent of both the parties.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contractor

Signature of the Procuring Entity

\_\_\_\_\_

\_\_\_\_\_

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name, Title and Address)

(Name, Title and Address)