

MOHMAND DAM CONSULTANTS GROUP (MDCG)

INVITATION FOR BIDS

**SUPPLY OF RENTAL VEHICLE SERVICES IN DISTRICT
MOHMAND, KHYBER PAKHTUNKHWA**

May 2025

NESPAK - MOHMAND DAM CONSULTANTS GROUP (MDCG)

MOHMAND DAM SITE, DISTRICT MOHMAND, KPK

SUMMARY OF CONTENTS

<u>Subject</u>	<u>Page No</u>
(I) INVITATION FOR BIDS	03
(II) INSTRUCTIONS TO BIDDERS & BIDDING DOCUMENTS	04
(III) FORM OF BID & SCHEDULES TO BID	14

**INSTRUCTIONS
TO BIDDERS
&
BIDDING DOCUMENTS**

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS

<i>Clause No.</i>	<i>Description</i>	<i>Page No.</i>
A. GENERAL		
IB.1	Scope of Bid	6
IB.2	Eligible Bidders	6
IB.3	Cost of Bidding	6
B. BIDDING DOCUMENTS		
IB.4	Contents of Bidding Documents	6
IB.5	Clarification of Bidding Documents	7
C- PREPARATION OF BID		
IB.6	Documents Comprising the Bid	7
IB.7	Bid Prices, Currency of Bid & Payment	8
IB.8	Bidding Security	8
IB.9	Validity of Bids, Format, Signing, and Submission of Bid	9
D-SUBMISSION OF BID		
IB.10	Deadline for Submission, Modification & Withdrawal of Bids	9
E. BID OPENING AND EVALUATION		
IB.11	Bid Opening, Clarification, and Evaluation	9
IB.12	Process to be Confidential	11
F. AWARD OF CONTRACT		
IB.13	Award Criteria & Employer's Right	11
IB.14	Notification of Award & Signing of Contract Agreement	11
IB.15	Performance Security	12

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

- 1.1 The NESPAK led Mohmand Dam Consultants Group (MDCG) (hereinafter called “the Employer”) wishes to receive Bids for the Works as mentioned in Sub-Clause 1.2 (hereinafter referred to as “the Works”).
- 1.2 Supply of Rented Vehicle Services as per the requirements of the Employer on a Monthly and/or Daily rental basis.
- 1.3 Bidders must quote for the complete scope of work for each individual category. Partial bids will be considered non-responsive and may be rejected at the Employer’s discretion.

IB.2 Eligible Bidders

- 2.1 Bidding is open to all firms and individuals who meet the following eligibility criteria:
 - a. Valid Income Tax Registration with the Federal Board of Revenue (FBR), holding a National Tax Number (NTN).
 - b. Valid Registration with the relevant Provincial Sales Tax Authority.
 - c. Active Taxpayer Status with FBR and the relevant Provincial Sales Tax Authority at the time of bid submission.
 - d. The bidder shall have at least ten (10) vehicles registered in the name of the firm or in the name of any of its owners / co-owners / directors.
 - e. The bidder shall have prior experience in providing rental vehicle services involving a fleet of at least ten (10) vehicles within the last five (5) years.

IB.3 Cost of Bidding

- 3.1 The bidder shall bear all costs related to the preparation and submission of its bid. Under no circumstances shall the Employer be held responsible or liable for any such costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

- 4.1 In addition to the Invitation for Bids, the Bidding Documents shall include the following, and must be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.5.3:
 1. Instructions to Bidders & Bidding Data.
 2. Form of Bid & Schedules to Bid.
Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices.

- (ii) Schedule B: Technical Documents.
- (iii) Schedule C: Conditions of Contract.

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder seeking clarification(s) regarding the Bidding Documents may notify the Employer at the following address:

**Secretary Procurement Committee
Mohmand Dam Consultants Group (MDCG)
Mohmand Dam Site, District Mohmand, KPK**

- 5.2 The Employer will respond to any clarification request received at least ten (10) days before the bid submission deadline. Copies of the Employer's response will be shared with all prospective bidders who have received the Bidding Documents, at least five (5) days before the submission deadline. The response will include a description of the inquiry but will not disclose the identity of the requesting party.
- 5.3 At any time before the bid submission deadline, the Employer may modify the Bidding Documents by issuing an Addendum, either at its own initiative or in response to a clarification request from a prospective bidder. This Addendum shall be considered an integral part of the Bidding Documents.

C. PREPARATION OF BIDS

IB.6 Documents Comprising the Bid

- 6.1 The bid prepared by the bidder shall comprise the following components:
- (a) Covering Letter.
 - (b) Form of Bid duly filled, signed, and sealed.
 - (c) Schedules to Bid duly filled and initialed, in accordance with the instructions contained therein.
 - (d) Bid Security furnished in accordance with Clause IB.8.
 - (e) A list of all vehicles owned by the company, including those registered in the names of its owners / co-owners / directors.
 - (f) Documentary evidence of prior experience in providing rental vehicle services involving a fleet of at least ten (10) vehicles within the last five (5) years. Performance Certificates from Employer's for previously completed projects would be given additional preference.

IB.7 Bid Prices, Currency of Bid, and Payment

7.1 The Bidder shall quote all prices in the Schedule of Prices exclusively in Pak Rupees (PKR). Payments will also be made in Pak Rupees. The Bid Price shall include all applicable duties and taxes, including Income Tax, General Sales Tax (GST), and any other prevailing charges.

Payment shall be made through crossed cheque within thirty (30) days after the submission of the invoice subject to the satisfactory delivery of services as per the Employer's requirements. Payments will be processed at the MDCG Site Office, District Mohmand, KPK, based on the unit rates quoted in the respective Schedule of Prices.

7.2 No advance payment shall be made under any circumstance.

7.3 Payment shall be made after the deduction of all applicable taxes (Income Tax, GST, etc.) at source, in accordance with the relevant Government Rules, Instructions and Notifications, as amended from time to time.

7.4 The prices quoted by the Bidder shall remain firm and fixed for the duration specified under Section-VII of Schedule-C to Bid.

IB.8 Bid Security

8.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount equal to **2%** of his Bid Amount in Pak. Rupees in the form of Pay Order / CDR / Bank Draft in favor of the Employer. Bid Security shall remain valid until the period of validity of Bids under IB-9.1.

8.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

8.3 The bid securities of unsuccessful bidders will be returned upon the award of the Contract to the successful bidder.

8.4 The Bid Security may be forfeited if:

(a) A bidder withdraws their bid during bid validity period; or

(b) A bidder fails to accept the correction of their Bid Price, pursuant to Sub-Clause 11.4(b) hereof; or

(c) In the case of a successful bidder, if they fail to:

(i) Furnish the required Performance Security in accordance with Clause IB.15, or

(ii) Sign the Contract Agreement, in accordance with Sub-Clauses IB.14.2 & 14.3.

IB.9 Validity of Bids, Format, Signing, and Submission of Bid

- 9.1 Bids shall remain valid for a period of sixty (60) days from the date of bid opening.
- 9.2 All Schedules to Bid shall be duly completed and signed.
- 9.3 The Bid shall be delivered either in person or by registered mail to the Employer at the address provided in IB.5.1.

D. SUBMISSION OF BID

IB.10 Deadline for Submission, Modification & Withdrawal of Bids

- 10.1 Bids shall be received by the Employer at the address provided in IB.5.1 no later than 1200hrs on 15 May 2025 (Thursday).
- 10.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 10.3 Any bid received by the Employer after the submission deadline specified in the Bidding Data shall be returned unopened to the bidder.
- 10.4 A bidder may withdraw their bid after submission, provided that the Employer receives a written notice of withdrawal prior to the bid submission deadline.
- 10.5 If a bidder withdraws a bid after the submission deadline but before the expiration of the bid validity period specified in the Form of Bid, the Bid Security may be forfeited pursuant to Sub-Clause IB.8.4.

E. BID OPENING AND EVALUATION

IB.11 Bid Opening, Clarification, and Evaluation

- 11.0 The Employer shall open the bids in the presence of bidders' representatives who choose to attend, on 15 May 2025 (Thursday) at 1430 Hours at the address specified in IB.5.1.
- 11.1 At the bid opening, the Employer shall announce the bidder's name, Bid Prices, any discounts, the presence or absence of Bid Security and any other details the Employer deems appropriate at its discretion. The Employer shall record the minutes of the bid opening. Representatives of bidders who choose to attend shall sign the attendance sheet.
- 11.2 Any Bid Price or discount not announced and recorded at the bid opening shall not be considered in the bid evaluation.
- 11.3 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at its discretion, request the bidder to clarify its Bid. The request for

clarification and the bidder's response shall be in writing, and no change in the price or substance of the Bid shall be sought, offered, or permitted.

- 11.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.11.7 to 11.8, the Employer shall determine the substantial responsiveness of each bid to the Bidding Documents. For the purposes of these Clauses, a substantially responsive bid is one that conforms to all the terms and conditions of the Bidding Documents without material deviations. This determination shall include an assessment of the following requirements:
- (i) the Bid is valid till the required period.
 - (ii) the Bid prices are firm during the currency of the contract.
 - (iii) the Bidder is eligible to Bid under IB.2 and possesses the requisite experience, capability, and qualification as per Schedule-B.
 - (iv) the Bid does not deviate from basic technical requirements and
 - (v) the Bids are generally in order, etc.

- (b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in the Form of Bid and the total shown in the Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected bid amount, their bid shall be rejected, and the Bid Security shall be forfeited.

- 11.5 A Bid determined to be substantially non-responsive shall be rejected and cannot be made responsive subsequently by the bidder through correction of the non-conformity.

- 11.6 The Employer may waive any minor informality, non-conformity, or irregularity in a bid that does not constitute a material deviation, provided that such waiver does not prejudice or affect the relative ranking of any other bidder.

- 11.7 The Employer shall evaluate and compare only those bids determined to be substantially responsive pursuant to Sub-Clauses IB.11.4 to 11.6. Bids shall be evaluated for the complete scope of work, and the prices shall be compared based on the Evaluated Bid Price pursuant to Sub-Clause 11.8 herein below.

11.8 Evaluated Bid Price

In evaluating the bids, the Employer shall determine the Evaluated Bid Price for each bid by considering the Bid Price along with the following factors (adjustments), in the manner and to the extent specified below:

- (i) Corrections for arithmetic errors pursuant to Sub-Clause 11.4(b) hereof.

- (ii) Any discount offered by the bidder, provided it was announced and recorded at the time of bid opening.

IB.12 Process to be Confidential

- 12.1 Subject to Sub-Clause IB.11.3, no bidder shall contact the Employer regarding any matter relating to its Bid from the time of Bid opening until the bid evaluation results are announced by the Employer. The evaluation results shall be announced at least ten (10) days prior to the award of the Contract. The announcement to all bidders shall include the name of the successful bidder, the final evaluated prices and the Employer's recommendations.
- 12.2 Any attempt by a bidder to influence the Employer in the Bid evaluation, Bid comparison, or Contract Award decisions may result in the rejection of their Bid. However, any bidder who feels aggrieved may submit a written complaint no later than fifteen (15) days after the announcement of the bid evaluation results. The submission of a complaint shall not, by itself, warrant the suspension of the procurement process.

F. AWARD OF CONTRACT

IB.13. Award Criteria & Employer's Right

- 13.1 Subject to Sub-Clause IB.13.2, the Employer shall award the Contract to the bidder whose bid has been determined to be the most advantageous, being substantially responsive to the Bidding Documents, and who has offered the lowest evaluated Bid Price for the relevant categories under the Schedule-A. provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions laid down in this document.
- 13.2 Notwithstanding Sub-Clause IB.13.1, the Employer reserves the right to accept or reject any bid, annul the bidding process, or reject all bids at any time prior to the award of the Contract, without incurring any liability to the affected bidders or any obligation to disclose the grounds for its decision. However, if all bids are rejected, the Employer shall, upon request, communicate the grounds for rejection to any bidder who submitted a bid, without being required to justify its decision. Notice of the rejection of all bids shall be promptly given to all bidders.

IB.14 Notification of Award & Signing of Contract Agreement

- 14.1 Prior to the expiration of the bid validity period specified by the Employer, the Employer shall notify the successful bidder in writing, through a Letter of Acceptance, that their bid has been accepted.
- 14.2 Within seven (7) days of the submission of an acceptable Performance Security, as required under the Conditions of Contract, the Employer shall send the successful bidder the Form of Contract Agreement provided in the Bidding

- Documents, incorporating all agreements between the parties.
- 14.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the successful bidder's receipt of the Form of Contract Agreement from the Employer.

IB.15 Performance Security

Each successful bidder, for each awarded category (Category I, II, and III), shall submit a Performance Security equivalent to five percent (5%) of their respective total bid amount for that category within fourteen (14) days following receipt of the Letter of Acceptance of Bids issued by the Employer. The Performance Security shall be submitted in the form of a Demand Draft or Pay Order in favor of the Mohmand Dam Consultants Group (MDCG) and shall be deposited into the designated MDCG bank account. It shall be retained until the successful completion and expiry of the Contract, subject to satisfactory performance and fulfillment of all contractual obligations.

**FORM OF BID AND SCHEDULES TO BID
FORM OF BID**

(LETTER OF OFFER)

**WORK: Supply of Rental Vehicle Services in
District Mohmand, Khyber Pakhtunkhwa**

To:

Mohmand Dam Consultants Group (MDCG)

Project Colony P.O Matta Mughal Khel

Post code 24640 District Mohmand, KPK

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____

_____ and being registered Tax Payers under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the following categories:

- i) Category I Total Bid Price = Rs _____
(Rupees _____)
- ii) Category II Total Bid Price = Rs _____
(Rupees _____)
- iii) Category III Total Bid Price = Rs _____
(Rupees _____)

or such other sum as may be ascertained in accordance with the said Documents.

2. We understand and acknowledge that all Schedules attached hereto form an integral part of this Bid and shall be binding upon us.
3. As security for due performance of the undertakings and obligations under this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for the entire period of bid validity as required by the Bidding Documents.
4. If our Bid is accepted, we undertake to commence, execute, and complete the Works strictly in accordance with the requirements of the Contract Documents and within the specified timeframes.

5. We agree that this Bid shall remain binding upon us for a period of sixty (60) days from the submission deadline and that the Employer may accept it at any time before the expiration of that period. We further acknowledge that failure to honor this commitment may result in forfeiture of our Bid Security.
6. We agree that unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a legally binding contract between us, enforceable in accordance with its terms.
7. If our Bid is accepted, we undertake to furnish the required Performance Security in accordance with Clause IB.15 of the Instructions to Bidders, ensuring full compliance with our contractual obligations.
8. We acknowledge and accept that the Employer reserves the absolute right to reject any or all bids without being bound to accept the lowest or any other bid, and without incurring any liability or obligation to provide justification.
9. We hereby declare that this Bid has been submitted in good faith and without any collusion, fraudulent practice, or coordination with any other bidder or party submitting a bid for the Works. We acknowledge that any such misconduct shall result in immediate disqualification and may lead to legal consequences as per applicable laws.

Dated this _____ day of _____, 2025

Name & CNIC No. _____

Signature _____

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

(Name of Bidder in Capital letters)

(Seal)

Address _____

Witness:

(Signature) _____

Name & CNIC No. _____

Address: _____

SCHEDULES TO BID INCLUDE THE FOLLOWING:

	<u>Page No.</u>
• Schedule A to Bid: Schedule of Prices.	17
• Schedule B to Bid: Technical Documents.	20
• Schedule C to Bid: Conditions of Contract.	21

SCHEDULE – A TO BID

SCHEDULE OF PRICES

<u>Sr. No.</u>		<u>Page No.</u>
1.	Schedule of Prices	
	(a) Summary of Bid Prices	17
	(b) Detailed Schedule of Prices	18 & 19

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

Bill No.	Description	Total Amount (Rs)
1.	Category – I	
2.	Category – II	
3.	Category – III	
	Total (to be carried to Summary of Bid Price)	

SCHEDULE - A TO BID**SCHEDULE OF PRICES
CATEGORY – I**

Item No.	Description	Quantity (Nos.)	Unit Rate (Rs) Exclusive of GST)	GST	Total Amount (Rs)
1.	Double Cabin Pickup 4 x 4 (2700-2800 cc) Air-Conditioned with driver A) Manufacturer Model 2019 and up (Toyota Revo or equivalent) on a monthly rental basis. (Vehicle models above 2019 can be quoted by the bidders as per their convenience, however, the evaluation shall be based on market rate of 2019 models.)	33 (As & when required)			

**SCHEDULE OF PRICES
CATEGORY – II**

Item No.	Description	Quantity (Nos.)	Unit Rate (Rs) Exclusive of GST)	GST	Total Amount (Rs)
1.	High Roof Commuter Van, 12-Seater, Air Conditioned 4 Cylinder Diesel Engine Manufacturer Model 2019-2020 Toyota or equivalent with Driver on a monthly rental basis.	2			

**SCHEDULE OF PRICES
CATEGORY – III**

Item No.	Description	Quantity (Nos.)	Unit Rate (Rs) Exclusive of GST)	GST	Total Amount (Rs)
1.	32-Seater Coaster 4000 cc Manufacturer Model 2019-2020 Toyota/Honda or Equivalent with driver on a monthly rental basis	1 (As & when required)			

Technical Documents

- i. Duly filled-in, signed, and stamped Letter of Bid;
- ii. Proof of registration with the Federal Board of Revenue for Income Tax / NTN Certificate;
- iii. Proof of registration with the relevant provincial sales tax authority/GST Certificate.
- iv. Proof of active taxpayer on ATL of FBR and relevant provincial Sales Tax Authority at the time of submission of bids.
- v. An affidavit of at least Rs. 200 on stamp paper duly attested by the Oath Commissioner certifying that “We have neither been blacklisted nor involved in any litigation/arbitration with any Government / Semi-Government / Private Organization / Department”.
- vi. Financial Health (Audited Report and Bank Statement).
- vii. Bidding Documents duly signed and stamped.
- viii. Documentary evidence w.r.t clause IB-6.1(e).
- ix. Documentary evidence w.r.t clause IB-6.1(f).
- x. Performance Certificates of previous Projects undertaken.

CONDITIONS OF CONTRACT

Section – I: GENERAL

1. The Employer reserves the right to accept or reject any or all bids in accordance with the provisions of PPRA Rules. Furthermore, bids from firms with a history of poor performance, non-compliance, or Contract breaches may be rejected at the discretion of and having no liability of any kind towards NESPAK-MDCG.
2. The quoted rates under each category shall be the only amounts payable in lieu of services provided under the Contract and shall include (i) all applicable taxes, i.e., Income tax but exclude GST, and (ii) driver's pay, etc.
3. General Sales Tax shall be mentioned separately.
4. A 2% Bid Security (Refundable) of the total bid amount shall be required. A separate security against each category shall be submitted by the Bidder.
5. Evaluation will be based on the quantities mentioned in the bidding document.
6. The results shall be prepared and announced on a category-wise basis rather than as a consolidated outcome.
7. The work shall be awarded separately based on the lowest bid for each category.
8. The quantity of vehicles specified in this tender is indicative and shall not be construed as a binding commitment on the part of the Employer to procure the entire quantity at once or in full. The Employer reserves the right to procure vehicles in phases, increase or decrease the quantity, or forego procurement altogether based on actual project requirements. However, the Employer's maximum liability towards the vendor shall, at any given time, be limited to the total quantity specified in the tender.
9. The successful bidder shall be obligated to supply vehicles on an as-and-when-required basis, in accordance with the Employer's phased procurement needs, up to the maximum quantity specified in the tender.
10. The quoted rates shall remain applicable for at least a period of 24 months.
11. The Employer shall not be bound to accept any bid that includes conditions deviating from those stipulated in this bidding document.
12. The bidders shall have a valid business office with a Landline/Mobile number.
13. In the event of a tie among bidders—where two or more bidders submit identical offers meeting all technical and financial requirements—the Employer reserves the right to engage both or any of the tied bidders. The Employer may, at its sole discretion and as deemed appropriate, allocate the supply of vehicles among the tied bidders in such proportions as it considers fit. This decision shall be final, without prejudice to the rights of any party, and shall not create any liability or obligation on the part of the Employer.

Section – II: SCOPE OF SERVICES

1. Contractor's Obligations

A. Mobilization of Vehicles

Upon award of the Contract, the Contractor shall mobilize the vehicles to the Project site as per the Employer's instructions. All vehicles must be fully operational and available at the site within fifteen (15) days of the award of the Contract.

B. Vehicle Specifications & Requirements

All the provided vehicles must:

- i. Be in good working condition.
- ii. Be equipped with essential safety and operational features, including but not limited to: functional air conditioning / heater, high-clearance suspensions, 4-wheel drive capabilities, Airbags etc.
- iii. All vehicles deployed on the project must have valid registration. The Contractor shall provide vehicles registration papers and online verification for each vehicle, and the payment of annual token tax / road taxes shall be the Contractor's responsibility.
- iv. All vehicles shall be inspected by the Employer for their condition before being taken on duty..
- v. Vehicles deployed for work shall arrive at the site with a full tank of fuel as per the manufacturer's fuel tank capacity and shall be returned with a full tank upon completion or release by the Employer.
- vi. The Comprehensive insurance coverage for each vehicle shall be the responsibility of the Contractor.
- vii. In the event of a vehicle breakdown, the Contractor shall immediately provide a replacement vehicle of equivalent standard and performance. This replacement vehicle shall remain in use by the Employer until the original vehicle is fully repaired and certified for use at the project site by the Employer.
- viii. A vehicle shall not be replaced or removed without the Employer's permission. A written request/email must be submitted at least three (3) days prior to withdrawal, along with details of a suitable replacement.
- ix. The vehicle shall be parked in designated areas after duty.
- x. The Employer reserves the right to increase or decrease the number of vehicles during the Contract term.
- xi. The driver shall be responsible for maintaining the running per liter at the level initially fixed by the Employer with mutual consent.
- xii. The Employer reserves the right to use the vehicle anywhere within Pakistan.

C. Driver and Maintenance Responsibilities

- i. The Contractor shall appoint a representative to coordinate with the Employer's Representative on day-to-day matters and resolve any issues related to vehicles or the drivers.
- ii. The Contractor shall provide trained, licensed, and experienced drivers for all vehicles. All drivers must be medically fit and hold valid driving licenses.
- iii. The Contractor shall be responsible for the routine maintenance and repair of the vehicles, ensuring their operational readiness at all times.

- iv. All deputed drivers shall follow the instructions of the Authorized Representative, MDCG and keep the vehicles clean.
- v. A suitable replacement driver shall be responsibility of the Contractor in- case of emergency or happening i.e. (illness etc).
- vi. The Contractor shall be responsible to Depute an additional driver in lieu of absences of any driver for emergency leave or other reasons.
- vii. The Contractor shall provide the police verification report/security clearance of the drivers and vehicles. This report is a mandatory requirement due to security issues at the site. The vehicle will be taken on duty after providing such security clearance.
- viii. Drivers shall not be replaced or removed without the Employer's written permission. A written request/email must be submitted at least three (3) days prior to withdrawal, along with details of a suitable replacement.
- ix. The Employer will provide un-furnished Accommodation to the drivers within the project area. All other needs of the drivers, such as food, medical etc, shall be responsibility of the Contractor.
- x. The vehicles will be at the disposal of Employer for twenty-four (24) hours a day. However, drivers must be available for a minimum of 12 hours per day, with actual duty hours determined by the Authorized Representative, MDCG. They shall also be available for emergencies after duty hours. After duty, the vehicles shall be parked at site office or the places designated by the employer.
- xi. The Contractor shall ensure the timely payment of the salaries to the drivers.
- xii. The Contractor shall be responsible for all losses, repairs, and maintenance (routine or due to accidents) of the vehicles while they are parked or in use by the Employer.
- xiii. The Contractor shall be responsible for the payment of traffic violations, parking fines, or any other penalties imposed due to the actions of the Contractor's driver during duty.

2. Employer's Obligations

A. Fuel and Maintenance Costs

- i. The Employer shall cover the costs of fuel, Mobil oil changes, oil filter changes, and vehicle servicing (one car wash per month) after every 3,500 km of running, and replace the air filter after every 5,000 km.
- ii. The Employer shall be responsible for parking fees, tire puncture repairs, and toll taxes for vehicles deployed on the Project.
- iii. The Employer shall pay lodging allowance for driver **PKR 2,000/-** per night if they stayed outside Khyber Pakhtunkhwa on account of official duty.
- iv. The Employer can utilize the vehicle anywhere in Pakistan, if required.

Section – III: PENALTY FOR NON-PERFORMANCE

In case the Contractor fails to comply with the Contractual requirements, including failure to mobilize the required number of vehicles on time, the Employer reserves the right to impose penalties, which shall be deducted from the Vendor's payments.

These penalties include, but are not limited to:

- A penalty of Rs. 500 (Rupees five hundred only) per day shall be imposed for each day of delay, until mobilization is completed to the satisfaction of the Employer.
- If a vehicle is out of operation for a day due to breakdown or other reasons attributable to the Contractor, in addition to the deduction of normal rent for the period involved, a penalty of 25% of the daily rental fee shall be deducted from the invoice until an equivalent or better replacement vehicle is provided.
- The Employer reserves the right to deduct the monthly rental payment for the non-operational vehicle until an acceptable replacement is provided and/or the original vehicle is repaired and certified for use.

Section – IV: TERMINATION OF CONTRACT

The Employer reserves the right to terminate the Contract, in whole or in part, by serving a written notice of thirty (30) days to the Contractor, under the following circumstances:

- i. Non-compliance with the terms and conditions of the Contract.
- ii. Poor performance or failure to meet the required operational standards.
- iii. Failure to provide vehicles or drivers as specified in the Contract.
- iv. Any act or omission by the Contractor that affects the legitimate interests of the Employer.

In such cases, the Employer may withhold any payments due to the Contractor and/or forfeit the Performance Security, in accordance with the terms of the Contract and the applicable provisions of the PPRA Rules.

Furthermore, the Contract may be terminated by either party by serving thirty (30)

days' prior written notice. In lieu of such notice, either party may opt to pay an amount equivalent to the Performance Security as compensation for premature termination.

Section – V: PAYMENT TERMS

The rent for the vehicles under this Agreement shall be paid by the Employer to the Contractor on a monthly basis. The rent amount under this Agreement shall be payable as per the attached Schedule-A.

- i. The sales tax amount shall be mentioned separately in the invoice, as per KP Revenue Authority rules.
- ii. Any changes in sales tax rates shall be reflected in the invoice with supporting documentation, without affecting the base rent.
- iii. Withheld income and sales tax shall be deposited by NESPAK, being the registered lead firm.
- iv. The payment shall be made within 30 (thirty) days on receipts of invoice.
- v. The Employer reserves the right to deduct penalties or other amounts due from the Contractor from the invoices.
- vi. If a vehicle is not utilized due to accidents, breakdowns, or driver illness etc, rent for that period shall not be paid. Additionally, the penalty applicable in the light of agreed terms will also be levied.
- vii. All due payments shall be released in the name of the Contractor through crossed cheques after deducting prevailing taxes.
- viii. The amount of sales tax shall be mentioned separately in the invoice as per the rules of KP Revenue Authority.
- ix. For any increase or decrease in the Sales Tax Rate by the relevant Revenue Authority, the actual Sales Tax amount shall be submitted in the invoice with a copy of the notification from the relevant Revenue Authority without having any effect on the basic rent for vehicles per month as per the agreement.

Section – VI: FORCE MAJEURE

Neither Party shall be held liable for failure to fulfill its Contractual obligations due to natural calamities, war, insurrections, or other circumstances beyond its control. In such cases, both parties shall agree on appropriate measures to address the situation, including possible suspension or termination of the contract.

In the case of dispute arising in the tenure of this agreement not covered under terms and conditions not mentioned above, the decision of the project management (MDCG) will be deemed final and binding on all the parties in the contract.

Section – VII: CONTRACT DURATION AND EFFECTIVENESS

This Agreement shall commence on the Effective Date and remain in effect for twenty-four (24) months. The services provided under this Agreement shall conclude at the end of this period unless both parties mutually agree in writing to extend the term. The rates agreed upon in this Agreement shall remain fixed and firm for the entire duration of the Contract.