

MOHMAND DAM CONSULTANTS GROUP (MDCG)

INVITATION FOR BIDS

**PROCUREMENT OF SERVICES FOR
SUPPLY OF RENTAL VEHICLES
AT DISTRICT MOHMAND, KP**

DECEMBER 2024

**NESPAK - MOHMAND DAM CONSULTANTS GROUP (MDCG)
MOHMAND DAM HYDROPOWER PROJECT, MDHP
Project Colony P.O Matta Mughal Khel, District Charsadda, KPK**



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INVITATION FOR BIDS

Date: _____
Bid Reference No.: _____

Mohmand Dam Consultants Group (MDCG), invites sealed bids from eligible bidders/ firms having valid registration with FBR for Income Tax and relevant Provincial Sales Tax Authority for the **Supply of Rented Vehicles for MDCG Site Office District Mohmand, KP**. The bidder should be an active taxpayer on the ATL of FBR under the provision of Income Tax Ordinance 2001 and relevant provisional Sales tax dept. at the time of submission of a bid.

A complete set of Bidding Documents may be downloaded by interested bidders from the Employer's website (www.nespa.com.pk) or PPRA Website (www.ppra.org.pk). Bidding Documents Fee of Rs. 2000 /- (Rupees Two Thousand only) may please be deposited to the National Bank of Pakistan in favor of Mohmand Dam Consultants Group A/C No. 2132003311833307, Islamic Banking Branch, Gulberg Main Boulevard, Siddique Trade Centre, Lahore. Deposit receipt may please be share with the Secretary Procurement Committee MDCG.

The eligible bidders/firms/supplier with Sealed Bids (Single package comprising two separate envelopes containing the financial proposals and technical proposal) will report to the **office of Secretary Procurement Committee (MDCG), Project Office, Wapda Colony Mohmand Dam Site, Matta Mughal Khel Near Munda Head Works District Mohmand, KP** at or before **1100 hours, on December 10, 2024 (Tuesday)**.

All bids must be accompanied by a Bid Security / Earnest Money (Refundable) 1% of the Bid Price in the form of Pay Order / CDR / Bank Draft in the name of NESPAK-MDCG.

Bids will be opened at 11:30 hours on the same day in the presence of bidders' representatives who choose to attend, at the same address.

NESPAK-MDCG reserves the right to accept or reject any / all bids according to the provisions of PPRA Rules.

Secretary Procurement Committee
Mohmand Dam Consultants Group (MDCG)
Project Office, Wapda Colony Mohmand Dam Site
Near Munda Head Works, District Mohmand, KP
Ph. No.: 091-6960001 Ext-35
Email: afzal27@hotmail.com



**INSTRUCTIONS
TO BIDDERS
&
BIDDING DOCUMENTS**



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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 vehicles as per the requirements of the Employer on a Monthly and/or Daily rental basis.

Bidders must quote for the complete scope of work for individual categories. Employer reserves the right to reject any Bid covering the partial scope of work as non-responsive.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) duly registered for Income Tax with the Federal Board of Revenue having a valid NTN number.
- b) duly registered with the relevant Provincial Sales Tax Authority.
- c) The bidder should be enlisted as an active taxpayer of FBR and relevant provincial sales tax authority at the time of submission of bids.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those 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 Invitation for Bids, the Bidding Documents are those stated below, and should 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 requiring any clarification(s) in respect of the Bidding Documents may notify the Employer at the following address :

Secretary Procurement Committee, MDCG
Mohmand Dam Consultants Group (MDCG)
Project Colony P.O Matta Mughal Khel
District Charsadda, KPK

- 5.2 The Employer will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Bids. Copies of the Employer's response will be forwarded to all prospective bidders, at least five (5) days prior to the deadline for submission of Bids, who have received the Bidding Documents including a description of the inquiry but without identifying its source.
- 5.3 At any time prior to the deadline for submission of Bids, the Employer 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 an addendum which will 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.

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

- 7.1 The prices in the Schedule of Prices shall be quoted by the Bidder entirely in Pak Rupees. The payment shall also be made in Pak Rupees. The Bid Price shall be quoted inclusive of all prevailing duties and taxes such as income tax, GST, etc.
- 7.2 Payment shall be made through crossed cheque within thirty (30) days after submission of invoice upon delivery, Services up to the satisfaction of the



Employer at MDCG Management Site Office District Mohmand, KP, as per unit rates quoted in respective Schedule of Prices.

- 7.3 No payment shall be made in advance.
- 7.4 Payment shall be made after deduction of applicable taxes (IncomeTax, GST, etc.) at source, as per applicable Government Rules/Instructions/Notification, and as amended from time to time.
- 7.5 The prices quoted by the Bidder shall remain firm and fixed during the time specified under item 8 of section I of Schedule-C to Bid.

IB.8 Bid Security

- 8.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount equal to 1% 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 award of the contract to the successful bidder.
- 8.4 The Bid Security may be forfeited:
 - (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 11.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails 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 the period of sixty (60) days after the date of bid opening.
- 9.2 All Schedules to Bid are to be properly completed and signed.



- 9.3 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in IB5.1.

D. SUBMISSION OF BID

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

- 10.1 Bids must be received by the Employer at the address provided in IB5.1 not later than 1100 hours on December 10, 2024.
- 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 deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 10.4 Any bidder may withdraw his bid after bid submission provided that the written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 10.5 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.8.4.

E. BID OPENING AND EVALUATION

IB.11 Bid Opening, Clarification, and Evaluation

- 11.1 The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at 1130 hours on December 10, 2024, at the address stipulated in IB5.1.
- 11.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of the bid.

- 11.3 To assist in the examination, evaluation, and comparison of Bids the Employer 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.



11.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.11.7 to 11.8, the Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For the purpose of these Clauses, a substantially responsive bid is one that conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed below:

- (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
- (vi) 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 amount of the Bid, his Bid will be rejected and his Bid Security forfeited.

11.5 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.

11.6 Any minor informality or non-conformity or irregularity in a Bid that does not constitute a material deviation may be waived by the Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

11.8 Evaluated Bid Price

In evaluating the bids, the Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to Sub-Clause 11.4(b) hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

IB.12 Process to be Confidential

- 12.1 Subject to Sub-Clause IB.11.3 heretofore, no bidder shall contact Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to the award of the Contract. The announcement to all bidders will include the name of the successful bidder with final evaluated prices and recommendations.
- 12.2 Any effort by a bidder to influence the Employer 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, the mere fact of lodging a complaint shall not warrant 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 will award the Contract to the bidder whose bid has been determined to be the most advantageous bid being substantially responsive to the Bidding Documents, and who has offered the lowest evaluated Bid Price for 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 and to annul the bidding process and reject all bids, at any time prior to award of the Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer 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.14 Notification of Award & Signing of Contract Agreement

- 14.1 Prior to the expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.



- 14.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will 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 receipt of the Form of Contract Agreement by the successful bidder from the Employer.

IB.15 Performance Security

The Successful Contractor shall submit a performance warranty sum of Rs. 500,000/- (Rs. Five hundred thousand only) in shape of Cheque/Demand Draft which will be deposited in the MDCG bank account till the expiry of contract.



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

(LETTER OF OFFER)

WORK: Hiring of rental Vehicles for MDCG
Mohmand Dam Site Office District Mohmand, KP

To:

MOHMAND DAM CONSULTANTS GROUP (MDCG)
Project Colony P.O Matta Mughal Khel
Post Code 24640 District Charsadda, 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:

Category-I (Rupees _____)	Total	Bid Price	=	Rs _____
Category-II (Rupees _____)	Total	Bid Price	=	Rs _____
Category-III (Rupees _____)	Total	Bid Price	=	Rs _____
Category-IV (Rupees _____)	Total	Bid Price	=	Rs _____

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

2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of 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 period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the



time(s) stated in these Documents.

5. We agree to abide by this Bid for the period of 60 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 against clause IB.15 of instruction to bidders 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, comparison of figures, or arrangement with any other person or persons making a bid for the Works.

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

Witness:

(Signature) _____

Name: _____

Address:



SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Technical Documents
- Schedule C to Bid: Conditions of Contract



SCHEDULE – A TO BID
SCHEDULE OF PRICES

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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	
4.	Category - IV	
Total (to be carried to Summary of Bid Price)		



SCHEDULE - A TO BID

**SCHEDULE OF PRICES
CATEGORY – I**

Item No.	Description	Quantity	Unit Rate(Rs) Exclusive of GST)	GST	Total Amount (Rs)
1.	Double Cabin Pickup 4 x 4 Air conditioned with driver Manufacturer Model 2019-2020 Toyota or equivalent Monthly Rent Basis	28			

**SCHEDULE OF PRICES
CATEGORY – II**

Item No.	Description	Quantity	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 Monthly Rent Basis	02			

**SCHEDULE OF PRICES
CATEGORY – III**

Item No.	Description	Quantity	Unit Rate(Rs) Exclusive of GST)	GST	Total Amount (Rs)
1.	5 Seater Car Automatic Manufacturer Model 2019-2020 Toyota/Honda or equivalent with Driver Monthly Rent Basis	01			

**SCHEDULE OF PRICES
CATEGORY – IV**

Item No.	Description	Quantity	Unit Rate(Rs) Exclusive of GST)	GST	Total Amount (Rs)
1.	5 Seater Car Automatic Manufacturer Model 2019-2020 Toyota/Honda or equivalent with Driver Daily Basis Rental	01			

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 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 on stamp paper of Min. Rs. 50 duly attested by the Oath Commissioner certifying that "We have neither been blacklisted nor involved in any litigation/arbitration with any Government or Semi-Government Organization/Department.
- vi. Past 3-5 Years of working Experience (Copies of purchase/work orders/Agreements)
- vii. Financial Health (Audited Report or Bank Statement)

CONDITIONS OF CONTRACT

General

1. The Employer reserves the right to reject any bid based on the previous performance of any Contractor or according to the provisions of PPRA Rules.
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 1% bid security (Refundable) of the total bid amount will be required. A separate security against each category will be submitted by the Contractor.
5. Evaluation will be based on the quantities mentioned in the bidding document.
6. The result will be announced and prepared category-wise instead of consolidated.
7. The work will be awarded separately on the basis of the lowest bid of each category.
8. The Employer reserves the right to increase or decrease the quantity of the vehicles based on project requirements after the award of the Contract to the successful bidder.
9. The successful bidder shall be bound to provide the required number of vehicles on as-and-when-required basis.
10. The quoted rates shall be applicable for at least 24 months.
11. If there is a tie in the quoted tender amount for Category-I & II, the Employer reserves the right to divide the number of vehicles and award the contract to both tenderers.
12. The Employer shall not be bound to accept any bid submitted with conditions other than the ones stipulated in this bidding document.
13. The Contractors shall have a valid business office with a Landline/Mobile number.
14. The interested Contractors shall share the Names, CNIC, Contact, Vehicle Numbers with driver Name, CNIC and Contact number for entry in the dam after obtaining the documents.
15. The bidding documents shall be provided through email on request at afzal27@hotmail.com

1. Scope of Work

The Vendor shall provide the rental vehicles in accordance with the Employer's requirements, suitable for operation in hilly terrain at a hydropower project site.

2. Fleet Requirements

The vendor shall be responsible to provide the vehicles that meet the project's operational requirements and must be suitable for use in rugged, mountainous areas.

3. Mobilization of Vehicles

Upon award of the contract, the Vendor 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 15 days of the award of the contract.

4. Vehicle Specifications & Requirements

All vehicles provided must:

- Be in good working condition with no prior history of major breakdowns.
- Be equipped with essential safety and operational features, including but not limited to: functional air conditioning, high-clearance suspensions, and 4-wheel drive capabilities (if required by the terrain).
- All vehicles deployed on the project must have valid registration. The Contractor shall provide duly attested registration papers for each vehicle, and the payment of annual token tax shall be the Contractor's responsibility.
- All vehicles shall be inspected for their condition before being taken on duty. The Contractor must provide an inspection/fitness certificate.
- Vehicles deployed for work shall arrive at the site with a full tank of fuel as per the manufacturer's capacity and must be returned with a full tank upon completion or release by the Employer.
- All vehicles must have tracker device installed for which the access of the tracker will be provide to the Employer
- The Comprehensive insurance coverage shall be the responsibility of the Contractor.
- In the event of a breakdown of any vehicle, the Vendor 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.
- A Vehicle shall not be replaced or removed without the Employer's permission. A written request must be submitted 3 days prior to withdrawal, along with a suitable replacement.
- The vehicle will be at the disposal of the Office Manager (MDCG) 24 hours a day and parked at designated areas after duty.
- The Employer reserve the right to increase or decrease the number of vehicles during the contract term as per the agreed rates in Schedule A.
- The Employer reserves the right to use the vehicle anywhere within Pakistan.

5. Driver and Maintenance Responsibilities

The Contractor shall appoint a representative to coordinate with the Employer's Representative (Office Manager) for day-to-day matters and resolve any issues related to vehicles or drivers.

The Contractor shall provide trained, licensed, and experienced drivers for all vehicles. All drivers must be medically fit and in possession of valid driving licenses.

The Contractor shall be responsible for the routine maintenance and repair of the vehicles, ensuring their operational readiness at all times.

All deputed drivers shall follow the instructions of the Authorized Representative, MDCG and keep the vehicles clean.

A suitable replacement of the driver shall be the responsibility in case of emergency or happening i.e (illness etc).

The Contractor will be responsible to retain additional driver for duty in lieu of absence of any driver for emergency or leave.

The Contractor shall provide police verification reports and security clearance for both drivers and vehicles, which is a mandatory requirement for site security. Vehicles will only be taken on duty after clearance is provided.

The Drivers shall not be replaced or removed without the Employer's permission. A written request must be submitted 3 days prior to withdrawal, along with a suitable replacement.

The Employer will provide un-furnished Accommodation only to the drivers within the project area. For other needs of the drivers, Contractor's will be responsible for food, medical etc.

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.

The Contractor shall maintain the minimum wage criteria for the driver salaries according to Govt. Rules and Regulation for which a copy of this agreement shall be provided to the concerned Govt. Department to maintain check and balance for payment of salary to the drivers.

The Contractor shall ensure the timely payment of the salaries to the drivers.

6. Fuel and Maintenance Costs

- The Employer shall cover costs for fuel, Mobil oil changes, oil & Air filter changes, and vehicle service (one car wash per month) after every 4000 km of running, and replace the air filter after every 5000 km.
- The Employer shall be responsible for parking fees, tire puncture repairs, and toll taxes for vehicles deployed on the Project.
- The Employer shall pay a driver lodging allowance of PKR 1000 per night outside KP.
- The Contractor will be responsible for all losses, repairs, and maintenance (routine or due to accidents) of the vehicle while parked or in use, except for the expenses mentioned under Section III.
- The Contractor shall be responsible for the payment of traffic violations, parking fines, or any other penalties imposed due to the Contractor's driver during duty.

7. Penalty for Non-Performance

In case the Vendor 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 [02]% of the monthly rental fee per vehicle for each day of delay in mobilization or non-compliance with the contract.

8. Replacement and Penalty for Vehicle Breakdown

In the event of any delay in providing a replacement vehicle, or if the replacement vehicle provided is found to be of inferior condition or performance compared to the original, the following actions will be taken:

- If a vehicle is out of operation for more than 48 hours due to a breakdown or other reasons attributable to the Vendor, a penalty of [50]% of the daily rental fee other than monthly rent shall be applied until a replacement vehicle is provided.

- The Employer reserves the right to **withhold 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.

9. Contract Duration

The contract shall remain in force for a period of 24 months from the date of signing. The Employer reserves the right to extend the contract based on the project requirements and the Vendor's performance.

10. Termination of Contract

The Employer reserves the right to terminate the contract within a 30 day written notice in the event of:

- Persistent non-compliance with the contract conditions.
 - Poor performance or failure to meet operational requirements.
 - Repeated failure to provide vehicles or drivers as per the contract. In such cases, the Employer may also withhold payments due to the Vendor.
- Or
 - **Either party may terminate the contract with 30 days' written notice or by paying an amount equivalent to one months' rent.**

11. Payment Terms

The Payments shall be made monthly, based on the number of operational vehicles and the agreed rental rates on submission of sales tax and lodging allowances (if applicable) invoice. Payments shall be made in the Contractor's name via crossed cheques, with applicable taxes deducted.

- The sales tax amount shall be mentioned separately in the invoice, as per KP Revenue Authority rules.
 - Any changes in sales tax rates shall be reflected in the invoice with supporting documentation, without affecting the base rent.
 - Withheld income and sales tax shall be deposited by NESPAK, the registered lead firm.
 - The payment shall be made within one month of receiving the invoice
- The Employer reserves the right to deduct penalties or other amounts due from the Vendor from these payments.

- If a vehicle is not utilized due to accidents, breakdowns, or driver illness, rent for that period shall not be paid.

12. 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 WITNESS WHEREOF the Parties have executed or caused to be executed on their behalf, this Agreement on the date first above-mentioned in the presence of the witnesses mentioned below:

For and on behalf of Contractor:

For and on behalf of Employer:

Authorized Representative
M/s.

Authorized Representative
Mohmand Dam Consultants, Group
MDCG

WITNESSES:

CNIC

CNIC

