BIDDING DOCUMENT

FOR REPAIR OF OFFICIAL VEHICLE NO. LEG-15-7700 TOYOTA LAND CRUISER (BULLET PROOF) MODEL 2012 OF TRANSPORT POOL, S&GAD

Time limit for completion of repair work: 2 Day

NAME OF BIDDER ____________________________

ADDRESS ____________________________________

Instructions for filling in the biding document:

- **Single Stage two Envelopes** method shall be followed.
- This bidding document has been devised to avoid any ambiguity in the procurement process.
- The bidders are required to carefully go through the terms and conditions indicated in the bidding document before filling the forms.
- The bidder can quote rates (inclusive of all taxes) for all columns indicated in the bidding document, but each unit rate and specification of each item must be filled in clearly.
- The bidder is required to duly sign, stamp and submit Tender of Work, Bid Schedule with Call Deposit @ 03% of the estimated amount and may also contain any additional documents as the bidder deems necessary.
- The bidder can apply for a single lot or for all lots.
SECTION-I

TENDER NOTICE

Tenders are invited from the reputed firms/workshops registered with Punjab Revenue Authority (for services only), sales tax and income tax departments relating to the repair work of official vehicle No. LEG-15-7700, Toyota Land Cruiser (Bullet Proof) Model 2012 of Transport Pool, S&GAD. (Detail is given in the Memorandum of work (Section-VIII)).

The interested firms are required to submit their Technical & Financial bids against the repair work of vehicle No. LEG-15-7700, Toyota Land Cruiser (Bullet Proof) Model 2012 (Bullet Proof) separately duly sealed on 17.10.2019 at 2:00 PM which shall be opened on the same day at 2:30 PM in the presence of interesting bidders or their authorized representatives. The bid security amounting to Rs. 19,221/- which is 3% of the estimated cost (refundable) in shape of call deposit (CDR) in favour of Motor Transport Officer-I, S&GAD must be attached with the Financial bid. The bidding document is available on the website of PPRA and can also be obtained from office of Motor Transport Office-I, S&GAD, 35 -Lodge Road, Civil Defence Building, Lahore, after depositing Rs. 200/- in government treasury through Challan Form No. 32-A under head of account "CO3870" immediately after publication before the closing date & time of submission of bids. Any information in this regard can be obtained from Motor Transport Officer-I, S&GAD (042-99212454, 042-99212048) during office hours. The Competent Authority reserves the right to reject all bids as per provision of PPR 2014.

(Muhammad Amir Qureshi)
Motor Transport Officer-I
Government of the Punjab
S&GAD
SECTION –II

INSTRUCTIONS TO BIDDERS

1. These instructions are provided to assist the bidder in preparing and submitting his/her tender. The tender shall contain all information and data required to be furnished and shall be prepared and submitted in accordance with the instructions set forth herein.

2. Single Stage Two Envelopes bidding procedure shall be used for procurement. The bid shall be single package consisting of separate envelopes, containing separately the financial and the technical proposals.
   a. The envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;
   b. In the first instance, the Technical Proposal shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the procuring agency;
   c. The Technical Proposal shall be evaluated as enunciated in Evaluation Criteria (Section-VII) of this bidding document and if required bidders will have to provide sample(s) of equipment for evaluation.
   d. After evaluation/approval of the Technical Proposals, Financial Proposals of the technically accepted bids shall be opened publically at a time, date and venue announced and communicated to the bidders in advance within the bid validity period.
   e. The winner as per Evaluation Criteria (Section-VII) shall be declared the successful bidder.

3. The bidder will not be reimbursed for any costs of any kind, whatsoever, incurred in connection with the preparation and submission of this tender.

4. The bidders shall note that the ultimate responsibility for the quality of supplies/works and their conformity with the specifications rests solely with the successful bidder whose tender is accepted.

5. The bidder shall, at his/her own expense, inspect and examine the site and surroundings and obtain for himself, on his/her own responsibility, all information that may be necessary for preparing the tender and entering into contract, and shall determine and satisfy himself/herself by such means as he/she may consider necessary or desirable as to all matters pertaining to the tender. The bidders shall also satisfy themselves, before submitting his/her tender, about the transportation facilities in the area. The bidders shall specially investigate into the sources of materials to be used for the works and satisfy himself/herself about the quality and quantities of materials available for the completion of the work and the means of access to the site, the accommodation he/she may require and, in general, shall himself/herself obtain all necessary information, as to the risks, contingencies and other circumstances which may influence or affect his/her tender. The buyer assumes no responsibility for the interpretation or deductions of a bidder other than those reasonably arrived at based upon information contained herein.

6. The bidders shall fill up the bid schedule/quotation.

7. The bidder shall quote his/her own unit rate in the bid schedule/quotation lot wise, against which he/she is willing to undertake each item of work.
8. The tender shall work out the amount against each item of work in the bid schedule and will indicate the total amount of his/her tender / item rates on which he/she is willing to complete the works. The total amount worked out in the bid schedule shall be entered by the bidder in his/her tender as his tender price for the work. In case of discrepancy between amounts in figures and in words, the amount in words shall prevail.

9. If any discrepancy is found in the amount of items or if a column of amount is found blank after filling in a unit rate, the unit rate filled by the bidder will be extended in working out the amount of the tender and the total amount of the bid schedule/quotation will be presumed final.

Non conformities, errors and omissions

i. Provided that bid is substantially responsive, the buyer may waive any non-conformity in the bid that doesn’t constitute a material deviation, reservation or omission.

ii. Provided that a bid is substantially responsive, the buyer may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the bid relating to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of the bid.

iii. Provided that a bid is substantially responsive, the buyer shall rectify non-material non-conformities related to the bid price. To this effect, the bid price may be adjusted for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in evaluation and qualification criteria.

10. The tender that proposes any alteration in the works specified in the bid schedule/quotation or in the time allowed for carrying out the works or in any other condition mentioned by the buyer, will be liable to rejection. The bidder shall sign each and every page of the tender and contract documents, without making any alteration. All enclosures issued with the contract documents, shall be attached with the tender duly signed by the bidder. Any addition or alteration made after filling the form shall be duly attested by the bidder. Non compliance of this condition shall render the tender liable to rejection.

11. The bidder shall fill in the tender documents in ink: Errors, if any, the bidder shall be bound to withdraw the bid and shall resubmit the bid after any addition or alteration duly attested by the bidder.

12. The successful bidder will be issued work order and will also be required to enter into a contract, and to commence the work within the times specified in the memorandum of work. If the successful bidder refuses or fails for any reason to enter into contract, or to commence the work within the time specified in the memorandum of work, he should constitute a just cause for the annulment of the award.

1. A substantially responsive bid is one which conforms to all the terms, conditions and requirement of the bidding documents without material deviation or reservation and include the amendments and changes, if any, requested by the employer during the evaluation of the bidder’s technical proposal.

2. Buyer means the Additional Chief Secretary, Government of the Punjab, S&GAD or any assignee authorized by the Additional Chief Secretary, Government of the Punjab, S&GAD, on his behalf.
13. Each bidder shall be deemed to have satisfied himself/herself before tendering as to the correctness and sufficiency of his tender and of the rates and prices stated in the bid schedule/quotation, which rates and prices shall, except in so far as it is otherwise expressly provided in the contract, cover all obligations under the contract and all matters and things necessary for the proper completion.

14. The bidder shall submit the original tender documents complete in all respects and keep a copy of the tender for his own record.

15. The bidder shall indicate, in the space provided in the tender, his full and proper address at which notices may be legally served on him/her and at which all correspondence in connection with his/her tender and the contract is to be sent.

16. The presentation of the tender implies full acceptance on the part of the bidder of these instructions and all other conditions set forth in the contract document.

17. Any tender received by the buyer after the deadline for submission for tenders prescribed in the Notice Inviting Tenders will not be accepted and be returned un-opened to the bidder.

18. Promptly after the opening of tenders, the Buyer will undertake a detailed evaluation of tenders. The Buyer will determine whether each tender is substantially responsive to the requirements of the tender documents and conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation.

19. At the time, the Buyer notifies acceptance of the tender to the bidder he will send to the bidder the form of agreement between the parties for signatures within a week time.

20. The successful contractor will be provided a copy of the contract agreement free of cost. The additional copy(ies) will be provided to the contractor at his own cost.

21. All the electronic equipment must be covered under usual warranties. Warranty claims (if any), has to be mandatorily be accomplished within 48 hours of the indication of the Buyer through letter, email or telephone.

22. The contractor shall arrange for orientation/training of two technical staff members of the buyer regarding usual/routine operation/configuration of the equipment if desired by the procurement agency.

23. **Conflict of interest:** In case of conflict that could improperly influence contractor's performance, contractual obligations, usual norms or professional ethics and/or hampers buyer’s official assignments, or responsibilities, the buyer will take appropriate actions to manage such conflicts of interest or may reject a proposal for award if it determines that a conflict of interest has flawed the integrity of any procurement process. The buyer may also appoint an arbitrator for resolution of the any conflict. The arbitrator will decide the conflict within a period of 07 days. The decision of arbitrator shall be final and binding upon both the parties and can’t be challenged in any court of law.

24. In case of blacklisting or any other action taken by the buyer, the Provision of Punjab Procurement Rules 2014 (amended 2016) shall be followed strictly.

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3 Contactor means the person whose tender has been accepted by the buyer or his assignee.
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

a. “The Contract” means the agreement entered into between the Procuring Agency and the bidder/contractor, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.


c. “The Repair” means Repair of vehicles which the bidder/contractor is required to repair the vehicles of the Procuring Agency under the Contract.

d. “The Services” means those services ancillary to the repair of vehicles, such as all parts installed in the vehicles are genuine and under obligations of the Contract.

e. “GCC” mean the General Conditions of Contract contained in this section.

f. “SCC” means the Special Conditions of Contract.

g. “The Procuring Agency” means the Motor Transport Officer-I, S&GAD, 35-Lodge Road, Civil Defence Building, Lahore.

h. The “Bidder/contractor” means the individual or firm carrying out the repair of vehicles under this Contract.

j. “Day” means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Standards

3.1 The repair of vehicles under this Contract shall conform to the standards mentioned in the bidding documents/ Technical Specifications.

4. Use of Contract Documents and Information

4.1 The Bidder/Contractor shall not, without the Procuring Agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Bidder/Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Bidder/Contractor shall not, without the Procuring Agency’s prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Bidder/Contractor’s performance under the Contract if so required by the Procuring Agency.

4.4 The Bidder/Contractor shall permit the Procuring Agency to inspect the Bidder/Contractor’s accounts and records relating to the performance of the Bidder/Contractor.
5. **Inspections and Tests**  
5.1 The Procuring Agency or its representative shall have the right to inspect and/or to test the vehicles to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.

5.2 For the purpose of inspections and tests of vehicles, The Bidder/Contractor, shall provide all reasonable facilities and assistance, to the Inspection Committee at no charge to the Procuring Agency. However, if the Bidder/Contractor proves an undue delay in conduct of inspection on the part of Procuring Agency, the Bidder/Contractor shall not be liable for penalty on account of that delay.

5.3 The Procuring Agency reserves the right to inspect, test and, where necessary, reject the repair work done by the Bidder/Contractor at the satisfaction of Procuring Agency.

5.4 Nothing in GCC Clause 5 shall in any way release the Bidder/Contractor from any warranty or other obligations under this Contract.

6. **Physical Examination/ Inspection of Vehicles**  
6.1 The repaired vehicles shall be acceptable subject to physical inspection, tests and/or in accordance with the approved specifications as decided by the Procuring Agency.

7. **Delivery and Documents**  
7.1 The Bidder/Contractor in accordance with the terms specified in the Schedule of Requirements shall make delivery of repaired vehicles. The details of documents to be furnished by the Bidder/Contractor are specified in SCC.

8. **Incidental Services**  
8.1 The Bidder/Contractor shall be required to provide the incidental services and the cost of which shall be included in the total bid price.

9. **Warranty**  
9.1 A warranty of repair work/performance of vehicles will be provided for six months free of cost which will also cover replacement of parts.

10. **Payment**  
10.1 The payment will be made in Pak. Rupees which will be paid after repair work and satisfactory report by the Inspection Committee.

11. **Prices**  
11.1 Prices of the parts should be quoted according to the market rates charged by the Bidder/Contractor.

12. **Contract Amendments**  
12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

13. **Assignment**  
13.1 The Bidder/Contractor shall not assign, in whole or in part, its obligations to be performed under this Contract to anybody else.

14. **Subcontracts**  
14.1 The Bidder/Contractor shall not be allowed to sublet the job and award subcontracts under this Contract.

15. **Delays in the Bidder/Contractor’s Performance**  
15.1 Delivery of the vehicles shall be made by the Bidder/Contractor in accordance with the time schedule prescribed by the Procuring Agency.

15.2 If at any time during performance of the Contract, the Bidder/Contractor should encounter conditions impeding timely delivery of the repaired vehicles, the Bidder/Contractor shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder/Contractor’s notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Bidder/Contractor’s time for performance, with or
without liquidated damages, in which case the extension shall be ratified by the Parties by amendment of Contract.

15.3 Except as provided under GCC, a delay by the Bidder/Contractor in the performance of its delivery obligations shall render the Bidder/Contractor liable to the imposition of liquidated damages pursuant to GCC unless an extension of time is agreed upon pursuant to GCC without the application of liquidated damages.

16. **Penalties/Liquidated Damages**

16.1 In case of late delivery of vehicles beyond the presented period, penalty / liquidated damages as specified in SCC shall be imposed upon the Bidder/Contractor. The above Late Delivery of vehicles is subject to GCC, including late delivery of vehicles for reasons beyond control.

16.2 If the Bidder/Contractor provides substandard parts and fail to provide the genuine parts, the payment of risk purchase (which will be purchased by the Procuring Agency) the price difference shall be paid by the Bidder/Contractor

17. **Termination for Default**

17.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder/Contractor, may terminate this Contract in whole or in part if:-

   a. The Bidder/Contractor fails to deliver repaired vehicles within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC; or
   b. The Bidder/Contractor fails to perform any other obligation(s) under the Contract.
   c. The Bidder/Contractor, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.
   “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

18. **Mechanism for Blacklistment of Defaulted Bidder/Contractor under rule 21 of Punjab Procurement Rules 2014:**

The following are the events which would lead to initiate (Rule 21 of PPRA Rules 2014) blacklisting/debarment process;

   a. Submission of false fabricated / forged documents for procurement in tender.
   b. Not attaining required quality of work.
   c. Inordinate tardiness in accomplishment of assigned/agreed responsibilities/contractual obligations resulting loss to procuring agency/Government
   d. Non execution of work as per terms & condition of contract.
   e. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
   f. Involvement in any sort of tender fixing.
   g. Persistent and intentional violation of important conditions of contract.
   h. Non-adherence to quality specifications despite being importunately pointed out.
   i. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.
PROCEDURE

1. Competent authority of procuring agency may on information received from any resource direct issuance of show cause notice to a bidder or contractor of the Procuring Agency.
2. The show cause notice shall contain precise allegation against the contractor and maximum period of debarring the contractor from participating in any public procurement of the Procuring Agency.
3. The contractor will be given minimum of seven days to submit the written reply of the show cause notice.
4. In case the contractor fails to submit written reply within the requisite time, the competent authority may direct to issue notice of personal hearing to the contractor/ authorize representative of the contractor and the competent authority shall decide the matter on the basis of available record and personal hearing, if availed.
5. In case the contractor submits written reply, competent authority decides to file the matter or direct issuance of a notice to the contractor for personal hearing.
6. The contractor shall be given minimum of seven days for appearance before the competent authority of hearing in person.
7. The competent authority shall decide the matter on the basis of available record and personal hearing of the contractor, if availed.
8. The competent authority shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such and eventuality, period of personal hearing shall be reckoned from the last date of personal hearing.
9. The order of competent authority shall be communicated to the contractor with a statement that the contractor may, with thirty days, file a representation against the order before the Managing Director Punjab Procurement Regulatory Authority.
10. An effort shall be made for electronic communication of the notices and other documents pursuant to this mechanism and manner of the blacklisting of the contractor.

NOTE: The decision for blacklistment shall be for period as the competent authority deems fit according to circumstances of the each case. The letter for debarring the agency/ individual will be published on PPRA website. Once the blacklisting order is issued it shall not be revoked ordinarily unless as provided under Rule-21 of the Procurement Rules 2014.

19. Force Majeure
19.1 Notwithstanding the provisions of GCC, the Bidder/Contractor shall not be liable for forfeiture of its Performance Guaranty or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of nature or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to misplanning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and
Shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

20. **Termination for Insolvency**
20.1 The Procuring Agency may at any time terminate the Contract by giving written notice of 15 days time to the Bidder/Contractor if the Bidder/Contractor becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Bidder/Contractor, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

21. **Arbitration and Resolution of Disputes**
21.1 The Procuring Agency and the Bidder/Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
21.2 If, after fifteen (15) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
21.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. [Additional Chief Secretary, Punjab, Government of the Punjab, S&GAD] or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

22. **Governing Language**
22.1 The Contract shall be written in English language or Urdu. Subject to GCC, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English or Urdu.

23. **Applicable Law**
23.1 This Contract shall be governed by the laws of Punjab (Pakistan) and the courts of Punjab (Pakistan) shall have exclusive jurisdiction.

24. **Notices**
24.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed to other party’s address specified in SCC.
24.2 A notice shall be effective when delivered or on the notice’s effective date, Whichever is later.
1. The tender document price is Rs.200/- and can be obtain from the office of Motor Transport Office-I, S&GAD, 35-Lodge Road, Civil Defence Building, Lahore.

2. Tenders will be opened in the meeting of the Repair Committee in the presence of the authorized representatives of the contesting bidders on 17.10.2019 at 2:30 P.M. in the office of Deputy Secretary (MT), S&GAD Civil Secretariat, Lahore.

3. The offered price should be inclusive of all taxes.

4. Quoted rates must be valid for 90 days that may be extended according to PPR-2014.

5. No offer shall be considered if it is:
   a. submitted without bid security.
   b. received after the date and time fixed for the receipt of tenders.
   c. unsigned
   d. ambiguous
   e. conditional
   f. given by the firm, black listed, suspended or removed from the approved list by any Government, Semi Government, Autonomous Bodies or other Authority.
   g. received by Telegram.
   h. not conform to general conditions of the Document.
   i. without manufacturers literature where required.
   j. store materially and substantially different from that required in the tender.
   k. without registration with PST, GST & Income tax from the concerned departments.

6. The qualified Bidder/Contractor is bound to provide performance guarantee @ 10% of the contract amount within 02 days after the signing of the contract.

7. In case of un-satisfactory performance 10% performance guarantee of the contract awarded to the firm shall be ceased forthwith warranty 10% amount as a security will be deducted from the bills of the firms at the time of payment and be released as per PPR-2014.

8. Any applicable taxes will be deducted from the bill in case of non-payment or imposed after the contract.

9. All the parts supplied by the supplier shall be brand new, in original manufacturer packing and complete in all respects. Cost of transportation of supplied equipment to the MTO-I and cost of installation and commissioning of equipment shall be the responsibility of the supplier.

10. In case of failure / delay in delivery of vehicles, liquidated damages @ 2% of the total contract amount for each month delay shall be applicable / deducted.

11. In case of default, the contractor shall be impeached in accordance with PPR-2014 (amended-2016) and the second lowest bidder / contractor may be asked for to complete the procurement.

12. All proceeding shall be followed under PPR-2014 (Amended-2016).

We, M/s. _________________________________________________________________

hereby certify that we have read and agreed with all terms and conditions mentioned above.

Signature: __________________________  
Designation: _________________________  
Dated:   Stamp:  

(MUHAMMAD AMIR QURESHI)  
MOTOR TRANSPORT OFFICER-I
This agreement made this ____________ day of ______________ 2019 between the
Motor Transport Officer-I, S&GAD, hereinafter referred to as Government on one part
and ________________________________ hereinafter called as the Contractor
on the other part.

WHEREAS tenders have been received by the Government for repair of official vehicle No.
which have to be executed in accordance with the contract document, and tender by the
contractor referred to above has been accepted by the Government.

NOW, therefore, for and in consideration of the promises, covenants and agreements
hereinafter contained and to be performed by the parties hereto, the said parties hereby
covenant and agree as follows:

i. In consideration of the covenants and agreements to be kept and performed by
the contractor and for the faithful performance of the contract and the completion
and maintenance of works embraced therein, according to the specifications and
all conditions herein contained in the bid document and referred to the
government shall pay and the contractor shall receive and accept as full
compensation for everything furnished and done by the contractor under this
agreement and the tender price stipulated in the contractor’s tender at the times
and in the manner prescribed by the contract.

ii. The work shall be executed after signing of this document/agreement, following
the, receipt of a written order of the Government to proceed with and the
contractor shall complete fully the works within the stipulated period reckoned
from the commencement of the work, subject to such extensions of times as may
be granted under the conditions of contract except for the maintenance which
shall be carried out as per memorandum of work.

iii. The completion period will be reckoned from the date of delivery/possession of
vehicles to the contractor which shall be extendable with the permission of the
Competent Authority.

iv. The unit rates and the prices entered in the bid schedule will be the rates at
which the contractor will be paid and shall be deemed to include all costs of the
performing the work, including income tax, super tax and/or other charges, duties
and taxes of the Government, autonomous, semi-government or local bodies,
profits and costs of accepting the general risks, liabilities and obligations set forth in or implied in the contract.

v. The contractor shall, if so required by the Government submits in writing, within the period specified by him, for his approval a programme showing the order of procedure and the method in which he proposes to carry out the work. The time and progress chart shall be prepared in direct relation to the time period specified in the bid schedule/quotation.

vi. The contractor shall be responsible for the true and proper setting out of the works in relation to the original points lines and levels of reference given by the Government in writing, and for the correctness of the position, levels, dimensions and alignments of all parts of the works.

vii. The contractor shall execute the whole and every part of the work in the most substantial and workman-like manner, and both as regards material and otherwise in every respect in strict accordance with the specifications. The work executed by the contractor shall also conform to the conditions relating to the work signed by the Government.

viii. The contractor shall submit bill(s) in the shape prescribed by the Government and the charges in the bill(s) shall always be entered at the rates specified in the tender (bid schedule/quotation).

ix. All disputes and differences between the parties in connection with or arising out of this agreement shall be settled by the arbitrator appointment by the Government in accordance with the relevant conditions of the contract.

x. In case of failure / delay in delivery of ________________ within stipulated time period i.e, Two (02) days liquidated damages @ 2% of the total contract amount for each month delay shall be applicable / deducted.

i. The Tender Notice / General / Special Conditions and all other documents / schedules attached with the bidding document shall be considered as integral part of this contract.

Signed by _______________________   Signed by ________________________
(Bidder)       (Government)

WITNESSES

1. _____________________________   2. _______________________________
GOVERNMENT OF THE PUNJAB
SERVICES & GENERAL ADMINISTRATION
DEPARTMENT
(PROCUREMENT & TRANSPORT WING)

SECTION-VI

TENDER FOR WORK

To,

The Motor Transport Officer-I,
Government of the Punjab,
S&GAD

I/We_____________________________________________________________________
[Name(s) of the bidder]

1. The undersigned bidder, having examined the conditions of contract, specifications, drawins, bid for repair of official vehicle No. LEG-15-7700, Toyota Land Cruiser (Bullet Proof) Model 2012 of Motor Transport Pool, S&GAD, offer a tender for price of Rs.______________ (Rupees______________________________) or such other sums as may be ascertained in accordance with the said conditions of contract and the rates, and the prices set forth in the bid schedule/quotation.

2. I/We hereby undertake:
   a) to sign all the necessary documents for entering into a contract agreement in the form set out in the contract document within seven (07) days following your notification of such acceptance.
   b) to commence the work within the stipulated time named in memorandum hereto annexed following the date of issuance of your order to proceed with. In the event of my/our failure to do so, the entire amount of the performance security is to be absolutely forfeited to the Government. On the commencement of the work, I/We hereby also agree to abide by and fulfill all the terms or provisions of the said conditions of the contract annexed hereto so far as applicable and in default thereof, to forfeit and pay to Government the sums or money mentioned in the said conditions.
   c) bid security as required should be accompanied.
   d) to provide performance guarantee @ 10% of the contract amount within 02 days after the signing of the contract.
   e) to complete and deliver the whole of the work comprised in the contract within the stipulated time.
f) in case of failure / delay in delivery, liquidated damages @ 2% of the total contract amount for each month delay shall be applicable / deducted.

g) Abide all the terms and conditions mentioned in bidding documents and other information / requirements issued by the buyer in this tender matter.

3. I/We agree to abide by this tender for the period of Two (02) days following the date set for receiving of tenders and it shall remain binding upon me/us.

4. Unless and until a formal contract is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us, and shall be deemed for all purposes to be the contract agreement.

5. I/We understand that you are not bound to accept the lowest or any tender you may receive or no right occurred prior to award the contract and that you will not defray any expenses incurred by me/us in tendering.

Thanking you.

Yours Faithfully,

(Signatures of Bidder)

Name ______________

Dated: ________/2019   Address _____________________________________

The above tender is hereby accepted by me on behalf of Tender Opening Committee/Repair Committee.

(Signatures of Buyer)

NB: In case the above address is changed, the contractor/bidder will immediately notify in writing to the Buyer, his new address.
EVALUATION CRITERIA

Technical proposal should provide the following evidences to prove the technical strength of the company/firm.

TECHNICAL EVALUATION:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th>Max. Marks</th>
<th>Technical Specifications</th>
<th>Marks</th>
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<tbody>
<tr>
<td>1</td>
<td>Business location (maximum marks for local location)</td>
<td>30</td>
<td>Lahore City</td>
<td>30</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>• 03 mechanics with 02 helpers</td>
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<td>• 03 Electricians with 01 helpers</td>
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<td>• 03 Denters and 03 Painters</td>
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<td>• Space for repairing of 03 vehicles at a time</td>
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<td>Technical Manpower</td>
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<td>• 02 mechanics with 02 helpers</td>
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<td>• 02 Electricians with 01 helpers</td>
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<td>• Less than 02 mechanics &amp; helpers</td>
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<td>Previous Experience</td>
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<td>• 3-5 year Experience</td>
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<td>• Less than 03 year Experience</td>
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<td><strong>Total</strong></td>
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NB: Firms acquiring 65 or more marks shall be considered for opening of financial evaluation.

FINAL EVALUATION:

The financial bids of only technically responsive bids shall be considered for final evaluation and the bid with the lowest rates from amongst the responsive bids shall be declared winner.
SECTION-VIII
MEMORANDUM OF WORK

TENDER DOCUMENT FOR REPAIR OF VEHICLE NO. LEG-15-7700,
TOYOTA LAND CRUISER (BULLET PROOF) MODEL 2012

“Transfer Assembly, Differential Oil, Labour”

The supply/work of said vehicle shall be completed in all respect and successful bidder shall hand over the said vehicle on turnkey pattern to the procuring agency. The bidder shall be bound to show sample if required so by the procuring authority/bid opening committee. Rates should be valid for a period of at least 15 days.
SECTION-IX

BID SCHEDULE
(to be filled in by the bidder)

Vehicle No.: LEG-15-7700, Toyota Land Cruiser (Bullet Proof) Model 2012

<table>
<thead>
<tr>
<th>Lot No.</th>
<th>Item Name</th>
<th>Specifications of quoted item</th>
<th>Unit of Rate* (Rs.)</th>
<th>Remarks</th>
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*Rates must be inclusive of all taxes and costs required for completion of work.

NB: If need be, the bidder may attach additional pages.

Rupees ______________________________________

Signatures……………………………………

Name of the Bidder………………………….

Postal Address …………………………….