REQUEST FOR TENDER

HIRING THE SERVICES OF TRANSPORT FIRMS

FOR

HIRING OF SERVICES OF TRANSPORT FIRM(S) FOR TRANSPORTATION OF RELIEF GOODS

From PDMA’s Warehouses situated at Lahore and Muzaffargarh and other sources to Affected Areas

Including draft Contract

Single Stage Two Envelope

In line with PPRA Rules 2014

PROVINCIAL DISASTER MANAGEMENT AUTHORITY (PDMA)

GOVERNMENT OF THE PUNJAB

RFT Issued on: May 11, 2017

Office Address: 40/A, Lawrence Road, Lahore
Tel :- 042-99204403-4
Fax :- 042-99204405
DISCLAIMER

This Request for Tender Document is provided to the recipient solely for use in preparing and submitting applications in connection with carriage contract for transport of relief Goods/equipment from various warehouses of PDMA, Punjab or other sources (hereafter called Assignment) to any Calamity/Disaster affected areas. The Request for Tender (RFT) Document is being issued by the PDMA, Punjab solely for use by prospective bidders in considering the Project.

Neither PDMA, Punjab, nor their employees make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein, or in other document made available to a person in connection with the tender process for the Project and shall have no liability for this RFT Document or for any other written or oral communication transmitted to the recipient in the course of the recipient’s evaluation of the Assignment. Neither PDMA Punjab, nor their representatives will be liable to reimburse or compensate the recipient for any costs nor expenses incurred by the recipient in evaluating or acting upon this RFT Document or otherwise in connection with the Assignment as contemplated herein.

PDMA, Punjab reserves its right, in its full discretion, to modify the RFT and/or the Project at any time to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the recipient for any costs nor expenses incurred by the recipient in such an event.
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### Section A - Invitation to Bid

i. A. Form of Bid  
   B. General particulars of applying firm/company/contractor  
   B-1 Power of Attorney  
   C. Financial Soundness  
   D. Summary Of Similar Nature Project(S) Completed  
   E. Details Of Similar Nature Projects Completed In Last three (03) Years  
   F. Carriage Vehicles Capability Evaluation Form  
   G. Litigation History For The Last Five (05) Years

ii. H. Financial Proposal Submission Form (LOT-1)  
   H.1 Financial Proposal Submission Form (LOT-2)  
   I. Bid Evaluation of Lot-1  
   I.1 Bid Evaluation of Lot-2  
   J. Affidavit of Non Blacklisting/Default  
   K. Integrity Pact/ Non-Disclosure Clause  
   L. Check List  
   M. Form Draft Agreement

**Note:** This portion (Annexure-H & I) should be the part of financial Bid only and should not be duplicated in Technical Bid.

### Section F - Annexures

iii. I. Affidavit For Not Having Been Blacklisted/Barred/Defaulted) On Judicial Stamp Paper Duly Notarized)  
   J. integrity pact /disclosure clause  
   K. checklist (tick relevant column)

### Section F - Annexures

iv. L. Draft Form of Contract
Section A: INVITATION TO BID

May 11, 2017

M/s ______________

1. Provincial Disaster Management Authority (PDMA) deals with natural or man-induced disasters for securing lives and livelihoods of the affected people. The most important role of PDMA lies in being a coordinating authority and providing a platform for all provincial departments to come together and strategize preparedness, management and response to disasters, calamities and immediate rescue operations. For the purpose, PDMA, Punjab makes procurement of rescue, relief goods and equipment and dispatched the same to Calamity affected areas.

2. In order to ensure timely provision of relief goods/equipment to the quarter concerned, PDMA, Punjab, intend to hire the services of firms who are well reputed, registered with PRA/Income Tax Departments of Government of Pakistan and have sufficient experience, financial strength & transport resources in its name for execution and completion of PDMA, Punjab’s Carriage Contract 2017 that is for "Dispatch Of Relief Goods” from PDMA’s warehouses situated at Lahore and Muzaffargarh District to affected areas OR direct from the vendor’s premises, as the case may be.

3. More details on the Services are provided in the Terms of Reference (Section E). A Firm/Company/Contractor will be selected under single stage two envelop, in accordance with the PPRA rules (2014).

4. A complete set of Tender Documents (in English Language) are available at PPRA & PDMA websites (Down loadable) and can also be obtained from PDMA office during office working hours from the date of publication of this Tender Notice. Last date for submission of bids is 29.5.2017 at 1500 hours (PST). Technical bids will be opened on the same date at 1530 hours (PST) in the presence of bidders/bidder’s representatives who choose to attend the Technical Bid Opening.

5. The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.

Yours Sincerely,

__________________________

PURCHASE OFFICER

PDMA
SECTION-B

INSTRUCTIONS TO BIDDERS

1. The bids shall be evaluated as per terms & conditions and evaluation criteria given in the tender documents as per Punjab Procurement Rules, 2014 (Amended).

2. The Firm/Company must submit
   a. (01) ONE INDIVIDUALLY SEALD ORIGINAL TECHNICAL PROPOSAL and the (01) INDIVIDUALLY SEALD ORIGINAL FINANCIAL PROPOSAL, both into another SEALED ENVELOPE clearly marked as ORIGINAL TENDER DOCUMENTS.
   
   b. (01) ONE INDIVIDUALLY SEALD COPY OF TECHNICAL PROPOSAL and the (01) INDIVIDUALLY SEALD COPY OF FINANCIAL PROPOSAL, both into another SEALED ENVELOPE clearly marked as COPY TENDER DOCUMENTS.

duly completed and shall be reached/dropped in the Tender Box, placed at reception of the PDMA office, 40/A, Lawrence Road, Lahore on or before the last date of submission i.e. 29.05.2017 at 3.00 PM in the presence of Bidders or their representatives who may like to be present.

3. Envelope marked “TECHNICAL PROPOSALS” shall be opened by the Procuring Agency on 29th May, 2017 at 1530 hours.

4. Envelope marked “FINANCIAL PROPOSALS” of only the technically responsive/accepted bids shall be opened publicly at the time and place to be announced by the Procuring Agency. Participated bidder will be informed accordingly.

5. The Financial Proposal of the bid found “Technically Non-Responsive” shall be returned unopened to the respective bidders.

6. The bid found to be the lowest evaluated shall be accepted as per PPRA Rules, 2014. Incomplete bids will be liable for rejection.

7. Only Income Tax/PRA/Sales Tax Registered Firms/Companies may submit their offers/tenders.

8. Bidders should note that each and every page of the bid documents shall be signed and stamped by the bidders and will be submitted with the bid.

9. Each bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender and of the rates and prices stated in the bid schedule, 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 of the assignment.

Sign----------------------------

Stamp----------------------------
10. The bidder shall indicate in the space provided in the tender proper address at which notices may be legally served on him and correspondence in connection with his tender and the contract is to be sent.

11. 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.

12. Proposals shall be submitted in the English Language.

13. Firm/Companies to state local cost in the national currency that is PKR and inclusive of all taxes, duties, levies, insurance, freight, etc. The quoted price must be Best / final / fixed and valid until completion of the Contract i.e. not subject to negotiation / variation / escalation; If not specifically mentioned in the Tender, it shall be presumed that the quoted price is as per the mentioned requirements.

14. Financial Proposal shall accompany as bid Security worth **Rs.750,000/-** in the form of Demand Draft/Call Deposit in favor of Director General, PDMA. A copy of Bid Security must be part of Technical Proposal.

15. Tender Documents which are incomplete, not sealed, and late or submitted by other than specified mode shall be returned un-opened.

16. Tender Fee in the shape of CDR/DD worth Rs.2,000/- in the name of **Director General, PDMA** must accompany with Technical Bid.

17. Clarifications may be requested not later than **05 days** before the submission date. The address for requesting clarifications is:

**PURCHASE OFFICER**
**Provincial Disaster Management Authority (PDMA),**
**Government of the Punjab**
**40-A, Lawrence Road, Lahore**
**Contact No.042-99204403-4**
The Provincial Disaster Management Authority (hereinafter referred as Client”) invites sealed bids from eligible and experienced firms / companies/Contractors (hereinafter referred to as "Firm”) for the services (hereinafter referred to as "services"). Following are the terms & conditions:

1. **General Conditions:**
   1.1. Any offer not received as per terms & conditions of the tender enquiry is liable to be ignored. No offer shall be considered if:
   a) it is received after the time and date fixed for its receipt,
   b) not signed & stamped by authorized person on each page of tender document,
   c) the offer is received by fax or e-mail,
   d) the offer is from a black listed firm,
   e) any conditional offer.
   f) Submitted in other than prescribed forms, annexes, other than specified mode; or
   g) Incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or subjected to interlineations / cuttings / corrections / erasures / overwriting; or;
   h) The Bidder submits more than one Proposals; or
   i) The Contactor has conflict of interest with the Client; or
   j) The Bidder tries to influence the Tender evaluation / Contract award; or
   k) The Bidder engages in corrupt or fraudulent practices in competing for the Contract award.

1.2. The bid shall be accompanied by Income Tax Certificate/PRA.
1.3. The Bidder shall bear all costs / expenses associated with the preparation and submission of the Tender (s) and the Client shall in no case be responsible / liable for those costs / expenses.
1.4. The Bidder is expected to examine the Tender Document, including all instructions and terms and conditions.
1.5. Order will be issued by PDMA, Punjab after the approval of Competent Authority i.e. DG, PDMA.

2. **Origin:**
   For purposes of "origin" shall be considered to be the place where the Goods are produced or from where the Services are provided

3. **Bid Security:**
3.1. The Financial Proposal shall contain a Bid Security worth **Rs.750,000/-** (Rupees Six Hundred Fifty Thousand only) in the form CDR/DD in the name of DG, PDMA. Technical Proposal must be accompanied
with the copy of Bid Security CDR/DD worth Rs.750,000/-.

4. **Performance Security:**

4.1. The Successful bidder of *Each Lot* shall furnish a Call Deposit Receipt / Pay Order / Demand Draft as Performance Security @ 05% of the bid price quoted by the bidder *(Value of “P” of Annexure L-1 or L-2, or both as the case may be)*, within a period of *Seven (07)* days after the receipt of Acceptance Letter from the procuring agency. Failure of the Successful bidder to submit an acceptable Performance Security shall constitute sufficient grounds for the annulment of the award of work. The performance security must have a minimum validity period of 180 days from the date of Award of Notification or until the date of expiry of warranty period *(where applicable)*, whichever is later;

4.2. The proceeds of the Performance Security shall be payable to the Client, on occurrence of any / all of the following conditions:

4.2.1. If the Bidder commits a default under the Contract;

4.2.2. If the Bidder fails to fulfill any of the obligations under the Contract;

4.2.3. If the Bidder violates any of the terms and conditions of the Contract.

4.2.4. The Bidder shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Bidder within thirty working days after the expiry of its validity.

5. **Bid Validity:**

5.1. The validity of bid shall be for a period of 180 (one eighty) days from the date of opening of the technical bids or from the date of Award Notification, whichever is later;

5.2. The Client may solicit the Bidder's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder agrees to extension of validity period of the Tender, the validity period of the Tender security shall also be suitably extended. The Bidder may refuse extension of validity period of the Tender, without forfeiting the Tender security.

6. **Determination of Responsiveness of the Tender**

6.1. The Client shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

6.1.1. Meets the Mandatory Requirement of the Eligibility & Evaluation Criteria of the RFT

6.1.2. Is accompanied by the required Bid Security;

6.1.3. Is otherwise complete and generally in order;

6.1.4. Conform to all terms and conditions of the Tender Document, without material deviation or reservation. A material deviation or reservation is one which affects the scope, quality or
performance of the services or limits the client's rights or the Bidder's obligations under the Contract.

6.1.5. The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation. However, the Client may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

6.1.6. If there is a discrepancy between the amount in figures and the amount in words, the amount in words shall prevail.

6.1.7. The Bidder shall state the Tender Price for the payment terms outlined in the Conditions of Contract which will be considered for the evaluation of the Tender.

6.1.8. All information provided by the Prospective Bidder through the documents mentioned in this document shall be legally binding on the bidder and should the need arise, may be used as evidence in any court of law, which has jurisdiction. Further PDMA, PUNJAB reserves the right without further recourse to verify at its own cost the accuracy of any information provided herein.

6.1.9. All the applicants to please note that as per PPRA Rules and Regulations, all the documents/statements submitted by a Firm/Company for its bidding are under Oath. Any document/statement provided if proved false, misstated, concocted, or incorrect at any time during or after RFT will result into permanent disqualification and black listing of the firm/Company/Partners with their names displayed on PPRA website.

6.1.10. The Technical Proposals must not contain any fee or fee schedules or any other reference to rates for undertaking the Assignment. All the Technical Proposals containing such fee or rate related information will be rejected.

7. Rejection / Acceptance of the Tender

7.1.1. The Client shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions, accept or reject all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Bidder of the grounds for the Client's action, and without thereby incurring any liability to the Bidder and the decision of the Client shall be final.

7.2. Bids will be rejected if it is;

7.2.1. Substantially non-responsive; or

7.2.2. Not qualified on technical proposal; or

7.2.3. The Bidder refuses to accept the corrected Total Tender Price.
8. **Acceptance Letter**

8.1. The Client shall, send the Acceptance Letter to the successful Bidder, prior to the expiry of the validity period of the bid validity, which shall constitute a contract, until execution of the formal Contract.

9. **Deduction of Taxes:**

9.1. The rates offered shall be inclusive of all applicable taxes. All applicable taxes shall be deducted while making payment to the firm as per Government Rules / Instructions/ Notifications.

10. **Dispute:**

10.1. In case of any dispute before or after the execution of contract/hiring the services of transport firm, matter will be resolved as per Punjab PPRA Rules, 2014 (Amended), however, decision of the Chief Purchase Officer shall be final and firm.

11. **Late Bids:**

11.1. Late bids shall be rejected and returned unopened to the bidders.

12. **Joint Venture.**

12.1. Bidders may form a joint venture of two or more Bidders. An Agreement Deed duly registered with concerned authority to that effect, legally executed and signed by all the partners shall be submitted with the Tender.

12.2. One of the partners shall be authorized to, be in charge, incur liabilities, receive payments and receive instructions for and on behalf of any or all partners. A power of attorney to that effect, legally executed, signed by all the partners shall be submitted with the Tender.

12.3. All the partners shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The Tenderer, and in case of successful Tenderers, the Contract Deed, to that effect, shall be signed by all the partners.

13. **Amendment of the Tender Document**

13.1. The Client may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the prospective Bidder(s), amend the Request for Tender document, on any account, for any reason. All amendment(s) shall be part of the Proposal and binding on the prospective Bidder(s).

13.2. The Client shall notify the amendment(s) in writing to the prospective Bidders who shall acknowledge receipt of the amendment(s) in writing to the Client.

13.3. The client may, at its exclusive discretion, amend the RFT Document to extend the deadline for the submission of the RFT, in which case all rights and obligations of the Client and the Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

14. **Modifications/ Substitution/ Withdrawal of Proposal**
14.1. The Bidder may modify, substitute or withdraw its proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by PDMA, Punjab no later than the closing date for ‘Communication of Response to Queries of Prospective Bidders’ as mentioned in this document of bidding Process.

14.2. The notice for modification, substitution or withdrawal of any tender shall be prepared, sealed, marked and delivered in accordance with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate. A withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of Proposals.

15. Preparation / Submission of Tender

15.1. One Bidder shall submit only one Tender/Bid.

15.2. The Proposal shall be furnished for whole Proposal and not in piecemeal/partial.

15.3. The Proposal and all documents relating to the Proposal, exchanged between the Bidder and the Client, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Proposal.

15.4. The Proposal shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Bidder or his Authorized Representative. In case of copies, photocopies may be submitted.

15.5. The Tender shall be in two parts i.e. the technical proposal and the financial proposal. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern

15.6. The Bidder shall seal the Original Technical Proposal in an envelope duly marked as under:

Original
Technical Proposal for
Proposal No.
[Name of the Client]
[Address of the Client]
[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

15.7. The Bidder shall seal the Original Financial Proposal in an envelope duly marked as under:

Original
Financial Proposal for
Proposal No.
[Name of the Client]
[Address of the Client]
[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]
15.8. The Bidder shall again seal the sealed envelopes of Technical Proposal and the Financial Proposal in an outer envelope, duly marking the envelope as under:

“HIRING THE SERVICES OF TRANSPORT FIRM FOR DISPATCH OF RELIEF GOODS ”
DO NOT OPEN BEFORE 29th May, 2017”

Proposal for
Proposal No
Strictly Confidential
Open on [Last Date of submission of the Tender]
[Name of the Client]
[Address of the Client]
[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

15.9. The Bidder shall seal the Duplicate Copy of Technical Proposal in an envelope duly marked as under:

Duplicate
Technical Proposal for
Proposal No.
[Name of the Client]
[Address of the Client]
[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

15.10. The Bidder shall seal the Duplicate Copy of Financial Proposal in an envelope duly marked as under:

Duplicate
Financial Proposal for
Proposal No.
[Name of the Client]
[Address of the Client]
[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

15.11. The Bidder shall again seal the sealed envelopes of Duplicate Technical Proposal and the Financial Proposal in an outer envelope, duly marking the envelope as under:

DUPLICATE COPY

“HIRING THE SERVICES OF TRANSPORT FIRM FOR DISPATCH OF RELIEF GOODS ”
DO NOT OPEN”

Proposal for
Proposal No
Strictly Confidential
Open on occurrence of any discrepancy only
[Name of the Client]
[Address of the Client]
15.12. The Proposal shall be mailed to reach or dropped in the Tender Box and particulars of the proposals entered in the tender register, placed at the Reception of the Client’s office, at following address and time:

PDMA, Punjab Office
40/A Lawrence Road, Lahore
Closing Time: 03:00pm, 29th May 2017
Opening Time: 03:30pm, 29th May 2017

16. Bid / Tender Opening & Evaluation Procedure:
15.1 As per Punjab PPRA Rules, 2014 (Amended).
15.2 Technical Evaluation shall be carried out by the Procuring Agency according to the evaluation criteria mentioned in the bidding documents. The “Competent Authority” for final decisions in any aspect of the entire process is Director General, PDMA, Punjab by designation.

17. Evidence of Supporting Documents:
17.1 PDMA, Punjab reserves the right to call for supporting documentation to verify the data provided by Bidder, at any time during the bidding process. The Bidder in such cases will need to provide the requested clarification / documents promptly and within three days of communication. In case the bidder fails to provide the requested documents, such part(s) / portion(s) / document(s) will not be considered for evaluation marking and zero marks will be awarded if the clarification is of mandatory nature, as determined by PDMA, Punjab the Bid is liable to be disqualified.

18. Right to Reject or Accept any or All Applications:
18.1 Notwithstanding anything contained in this RFT document, PDMA, Punjab reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals, at any time even after bidding without any liability or any obligation for such acceptance, rejection or annulment as per PPRA Rules, 2016.

19. Confidentiality:
19.1 Information relating to the examination, clarification, evaluation, and recommendation for the qualified Bidders shall not be disclosed to any person not officially concerned with the process (except for verification or any other legal requirement). PDMA, Punjab will treat all information submitted as part of bidding in confidence and will require all those who have access to such material to treat the same in confidence. PDMA, Punjab will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require information disclosure or unless deemed pertinent by PDMA, Punjab.
19.2 Notwithstanding above, for operational requirements and to ensure conformity to relevant laws PDMA, Punjab reserves the right to share information/seek verification of vehicles (for successful contractors) used by
contractor during dispatch of relief goods with / from any government organization/department/agency at any stage and it will be the responsibility of the contractor to not use any such vehicle which is without valid registration, proper documentation or use of which violates any law, rule or regulation of any agency, department or organization of Pakistan.

20. **Qualification and Notification:**

20.1. After the evaluation of proposals, PDMA, Punjab will announce a list of technically qualified Bidders who meet the technical Qualification Criteria and get the marks required for passing technical score. At the same time, PDMA, Punjab will notify the failing bidders regarding their bid.
**SECTION-D**

**TECHNICAL PROPOSAL QUALIFYING & EVALUATION CRITERIA**

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<td>1.</td>
<td><strong>PARTICIPATION RESTRICTION</strong></td>
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<tr>
<td>i.</td>
<td>No Prospective Bidder may technically qualify if it owns more than five percent (5%) of the share (directly or indirectly, in terms of voting rights and/or rights to dividends) of another Prospective Bidder or is a member of another bidding company / firm.</td>
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<td>ii.</td>
<td>No Prospective Bidder may technically qualify if it has any representative on the Board of Directors of another Prospective Bidder.</td>
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<td>iii.</td>
<td>No Prospective Bidder may technically qualify if any of PDMA’s advisors or external consultants holds any shares or has any representatives in the Board of Directors of the Prospective Bidder or is a member of another bidding company / firm.</td>
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<td>iv.</td>
<td>No Prospective Bidder may qualify if it has affiliation (first kin only) with any employee of PDMA, Punjab. In Joint venture the experience and resources of sub-contractor(s) shall NOT be considered for Technical qualification. However Limited Companies and Partnership firms would be considered as single entity.</td>
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<td>2.</td>
<td><strong>INELIGIBILITY OF A PROSPECTIVE BIDDER</strong></td>
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<tr>
<td>i.</td>
<td>If the Prospective Bidder has been barred / blacklisted from participating in any project by any federal, provincial or local government or any government instrumentality in Pakistan, whereas the bar subsists as on the request for Request for Tender advertisement publication date in newspaper, such entity shall not be eligible to participate in bidding and contract process, either individually or as a member of another bidding company. Any concealment at any later stage would automatically lead to cancellation of Bid and cartage contract with appropriate ancillary damages as determined by PDMA, Punjab.</td>
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<td>ii.</td>
<td>A Prospective Bidder in the 3 (three) years preceding the Request for Tender date in newspaper should not have:</td>
</tr>
<tr>
<td>a.</td>
<td>Failed to perform any contract, as evidenced by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Prospective Bidder as the case may be; or</td>
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<tr>
<td>b.</td>
<td>has been expelled from any project or contract by any public entity or authority; or</td>
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<tr>
<td>c.</td>
<td>had any contract terminated by any government or government instrumentality for breach by such Prospective Bidder.</td>
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<tr>
<td>d.</td>
<td>should not have defaulted on any account on any previous or current contract with PDMA, Punjab</td>
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<tr>
<td>iii.</td>
<td>Such entity shall not be eligible to participate in bidding and contract process, either individually or as a member of another bidding company. Any concealment at any later stage would automatically lead to cancellation of bidding process and cartage contract with appropriate ancillary damages as determined by PDMA, Punjab.</td>
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Any concealment or later discovery of any default, concealment or misrepresentation by any means at any later stage would automatically lead to cancellation of bid and Transportation Contract with appropriate ancillary damages as determined by PDMA, Punjab. |

| 3. | **ELIGIBILITY REQUIREMENTS (MANDATORY DOCUMENTS)** |
| i. | Copy of attested CNIC & 2 Passport Size Colour Photographs in case of Sole Proprietor |
| ii. | Copy of attested CNIC & Passport Size Colour Photographs of Power of Attorney holder of applicant to represent the applicant |
| iii. | Registration Certificate /Certificate of Incorporation from concerned Authority |
| iv. | NTN (Company, Firm, AOP Or Individual as applicable). |
| v. | PRA Registration Certificate. |
Hiring of Services of Transport Firm (s) for Dispatch of Relief Goods

vi. Professional Tax Certificate

vii. Original Bank Statement for last three year duly stamped with bank original covering letter duly stamped and signed

viii. Affidavit of Non-Black listing / non-penalty on violation of PPRA Rules Or Procuring Agency’s Terms & Conditions. (Certificate to this effect on Rs.100/= non-judicial stamp paper to be provided).

ix. DD/CDR of worth Rs.2,000/- on account of documentation and processing fee in the name of Director General, PDMA

x. Rs.750,000 as Bid Security in the shape of CDR/DD in the name of Director General, PDMA, Punjab.

xi. In addition to above the following documents be submitted to whom it is relevant:
    - In case of Joint Company or Pvt. limited the List of directors, Form A, Form 29, Memorandum and Articles of Association.
    - Partnership documents in case of Partnership firm
    - Audited statements of accounts for the last 03 years of limited companies
    - Any other relevant information with documents in addition to above the bidder may wish to submit

4. QUALIFICATION CRITERIA

Technical Proposal will be based on applicant’s meeting the following qualification criteria regarding their financial soundness, firm’s relevant experience, and transport capability and other relevant information as demonstrated by the applicant’s response in the Forms attached to the Letter of Application

Marks shall only be given if the Forms are filled by the applicant as per instructions given in this Document. Overall 75 marks are required to qualify in the below qualification criteria;

<table>
<thead>
<tr>
<th>Sub-Category</th>
<th>Category</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Financial Soundness (Financial Position)</td>
<td>30</td>
</tr>
<tr>
<td>B</td>
<td>Relevant Experience Record</td>
<td>30</td>
</tr>
<tr>
<td>C</td>
<td>Transport Capability</td>
<td>40</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

A. FINANCIAL SOUNDNESS

The financial capability of the applicant/bidder would be evaluated by Annual Average Turnover in duly attested Tax Returns for the last 03 Financial Years ending 30.06.2016 as per duly filled ANNEXURE-C

Marking criteria: 01 Mark will be allocated for Annual Average Turnover for each PKR 01 Million

B. REVLEVANT EXPERIENCE

Max 30 Marks
The relevant transport experience of the applicant/bidder would be evaluated by applicant/firm/company/proprietor **Annual Average** relevant transport projects undertaken with Public Sector and/or with Private sector entities (which are registered with SECP) for last 03 Financial Years ending 30.06.2016 as per duly filled **ANNEXURE-D** and **ANNEXURE-E**

**NOTE:** Please attach One **ANNEXURE-E** for each project individually in one financial year also attach Tax deduction Certificate for that project/assignment.

<table>
<thead>
<tr>
<th>C. TRANSPORT CAPABILITY</th>
<th>MAX 40 Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>The transport capability of the applicant/bidder would be evaluated by number of relevant transport vehicles owned or leased or certified to be available in the name of applicant/firm/company/proprietor having valid fitness certificate up to 31.12.2017 as per duly filled <strong>ANNEXURE-F</strong></td>
<td></td>
</tr>
</tbody>
</table>

Marking criteria: 01 Mark will be allocated for Annual Average experience for each PKR 01 Million

Marking criteria: 01 Mark will be allocated for each vehicle

**PASSING MARKS ARE AT LEAST 75 OF SUM OF A,B AND C**

**NOTES**

1. **Non furnishing of any of these documents or submission in the manner other than mentioned above will automatically lead to absolute non consideration while calculating marks and PDMA will NOT ask for provision of above missing documents.**
2. **No marks shall be awarded if the relevant Annexure is not duly filled and duly signed by the authorized person.**
SECTION-E
TERMS OF REFERENCES (TORs)

Background:
During emergencies significant problems are being faced for transporting large amounts of many different commodities including food, medicine, medical supplies, machinery, and personnel from different points of origin to different destinations in the disaster areas. The transportation of supplies and relief personnel must be done quickly and efficiently to maximize the survival rate of the affected population. Emergency response operation is a dynamic and very time sensitive operation. So the threshold for determining what constitutes a disaster depends upon the availability of resources and capabilities of responding agency. The only way we can manage them and mitigate their affects by being thoroughly prepared. The major requirement of being prepared is to ensure that all the required assets are in place and we have the ability to mobilize them in the shortest possible time. Considering this Provincial Disaster Management Authority is required to invite for bid the well reputed, efficient and the experienced Transport firms who have sufficient resource and experience to transport the relief goods in a natural calamity area within the shortest possible time.

Scope of Work:
In case of any natural calamity/manmade disaster, Transport firms are expected to transport relief goods from PDMA’s warehouses or other Sources to the affected areas within the shortest possible time. Main Storage facilities of PDMA, Punjab are situated at Lahore and Muzaffargarh Districts. Quantity of relief goods required to be dispatched depends upon intensity of disaster and actual requirement to be decided by PDMA, Punjab/Government of the Punjab.

Duration:
The duration of the Contract is expected to be 06 months from the effective date of Contract (Extendable for a further period of six months with mutual consent.)
SECTION-F

FORM OF BID

Date: ____________/2017

Procurement Officer,
Provincial Disaster Management Authority (PDMA),
Government of the Punjab

Subject: SUBMISSION OF BID FOR HIRING THE SERVICES OF TRANSPORT FIRM FOR DISPATCH OF RELIEF GOODS ON NEED BASIS

Dear Sir,

I ………………………………. the undersigned, being duly authorized to represent and act on behalf of………………………………. Having examined the terms & conditions to Tender Notice and Specifications of services item of the Tender Documents, the receipt of which is hereby acknowledged we, the undersigned, offer services in conformity with the Federal laws of Pakistan and Provincial laws of Punjab and established principles/rules of PDMA, Punjab and specifications mentioned in tender documents and conditions of Tender Notice for “HIRING THE SERVICES OF TRANSPORT FIRM FOR DISPATCH OF RELIEF GOODS”.

2. Our bid price shall be valid for a period of 180 days.
3. The validity of Bid Security shall be as per Tender Documents.
4. We agree to abide by the terms & conditions of the Tender from the date fixed for receiving the same and have no reservations to the RFT Document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Letter of acceptance is placed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
6. I understand that PDMA, Punjab may cancel the bidding process at any time and that PDMA, Punjab is not bound either to accept any proposal that it may receive or to invite for the contract subject of this bidding procedure, without incurring any liability to the bidders.
7. all information submitted for bidding by bidders is subject to verification;
8. PDMA, Punjab reserves the right to amend the scope and value of any contract under this assignment
9. I understand that this Request for Tender is without any engagement and consideration for awarding the contract.
10. PDMA, Punjab may in case of emergency (disaster)/ extensive transport requirement may engage other

Sign----------------------------

Stamp----------------------------
Bidders in order of Merit (preferably lowest 05 bidders at the lowest offered rates or all bidders on lowest offered rates as per operational requirement), or reject all offers received without assigning any reason.

11. It is also admitted that PDMA, Punjab is under no circumstances bound to accept the lowest or any offer if it doesn’t fulfill the mandatory qualification requirements / documents / criteria mentioned in this document.

12. That the Cartage Contractor(s) for ‘Hiring The Services Of Transport Firm For Dispatch Of Relief Goods may work as a non-exclusive Cartage Contractor(s) of PDMA, Punjab for the period of six months (extendable further for a term of six month with mutual consent) from the date of signing of agreement and dispatch of relief goods/equipment through trucks/ trailers or other justified means from designated locations (hereinafter referred to as the Warehouses) to such destinations/places in such quantities and in such a manner as PDMA, Punjab shall direct.

13. That PDMA, Punjab expects to transport the relief goods / equipment through the Cartage Contractors with immediate effect for the period of six (06) months from the date of signing of agreement (extendable). The actual quantity to be transported will depend upon the nature of calamity/disaster.

14. The actual requirements of trucks will be determined by the intensity of calamity/disaster and conveyed to the Cartage Contractor(s) through PDMA, Punjab’s Representative. It is clearly understood that the Cartage Contractor will be required to provide the number of trucks per day as directed by the PDMA, Punjab’s Representative on 4-6 hour notice. PDMA, Punjab shall reserve the right to withdraw its requisition in part or whole at any time without assigning any reason or paying any compensation to the Cartage Contractor.

15. That all the quoted rates are inclusive of all Taxes, Duties, Levies, Surcharges, Tolls, Liabilities, applicable at the time of bid submission.

16. That all the information provided/submitted is under Oath and is complete, true and correct in every detail and no information adversely affecting bidding process is withheld.

17. PDMA, Punjab and its authorized representative(s) may contact the following person(s) for further information, if needed;

Dated this _________day of________2017

Signature__________________________ in the capacity of __________________________ duly authorized to sign bids for and on behalf of;

Name of Bidder (in Block Letters) __________________________

Complete Address:
Telephone No.:
Fax No.:

______________________________
Signature & Stamp
HIRING OF SERVICES OF TRANSPORT FIRM (S) FOR DISPATCH OF RELIEF GOODS

Authorized Signature [In full and initials]: ________________________________
Name and Title of Signatory: ____________________________________________
Name of Firm: _________________________________________________________
Address: ______________________________________________________________

Province of [Province]
Provincial Disaster Management Authority (PDMA)

Page 21 of 46
**ANNEX-B**

**GENERAL PARTICULARS OF APPLYING FIRM/COMPANY/CONTRACTOR**

<table>
<thead>
<tr>
<th>Firm’s Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Firm/Company</td>
</tr>
<tr>
<td>Complete Postal Address</td>
</tr>
<tr>
<td>Phone</td>
</tr>
<tr>
<td>Contact Person / Designation</td>
</tr>
<tr>
<td>Mobile Number</td>
</tr>
<tr>
<td>E-Mail</td>
</tr>
<tr>
<td>Fax Number</td>
</tr>
<tr>
<td>Type of Organization</td>
</tr>
<tr>
<td>Place of Incorporation/Registration</td>
</tr>
<tr>
<td>Year of Incorporation/Registration</td>
</tr>
<tr>
<td>Validity</td>
</tr>
<tr>
<td>National Tax Number</td>
</tr>
<tr>
<td>Name, Designation and Mobile Number of Firm’s Representative:</td>
</tr>
</tbody>
</table>

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**Provincial Disaster Management Authority (PDMA)**

Page 22 of 46

Sign------------------------

Stamp------------------------
POWER OF ATTORNEY

(On a Stamp Paper of appropriate value DULY REGISTERED)

Know all, by these presents, we ____________ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. ________________ R/o ____________________________ having CNIC ____________ who is presently employed with us and holding the position of ________________ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for Hiring The Services Of Transport Firm For Dispatch Of Relief Goods and including signing and submission of all documents and providing information/ responses to PDMA, PUNJAB, representing us in all matters before Government of Pakistan, and generally dealing with PDMA, PUNJAB in all matters in connection with our request for prequalification.

Signed: ________________ Name: ____________________________
CNIC: ________________ Address: ____________________________
Date: ________________ Place: ____________________________

STAMP OF COMPANY

The mode of execution of the Power of Attorney should be in accordance with the procedure, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.

Sign-------------------------
Stamp-------------------------
ANNEX-C

FINANCIAL SOUNDNESS

Name of Firm:

Applicant applying for short listing is required to provide financial information to demonstrate that they meet the requirement of Evaluation Criteria. If necessary, use separate sheet(s) to provide complete information.

<table>
<thead>
<tr>
<th>Banker</th>
<th>Name of Banker</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Cash/Bank Credit Line Limit</td>
<td></td>
</tr>
<tr>
<td>(Attach Bank Statements)</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td>Contact Name &amp; Title</td>
</tr>
<tr>
<td>Fax</td>
<td>Telex</td>
</tr>
</tbody>
</table>

Summarize documented information in Pak Rupees for the previous three years:

<table>
<thead>
<tr>
<th>Financials (PKR Millions)</th>
<th>FY 2013-14</th>
<th>FY 2014-15</th>
<th>FY 2015-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Turnover as per declared Income Tax Returns</td>
<td></td>
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</tbody>
</table>
ANNEX-D

SUMMARY OF SIMILAR NATURE PROJECT(S) COMPLETED

Name of Firm:

*If necessary, use separate sheet(s) to provide complete information.*

<table>
<thead>
<tr>
<th>Name of Project</th>
<th>Financial Year of Completion</th>
<th>Value of Project in PKR Millions</th>
<th>Value of Tax deducted in PKR Millions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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*Each project provided in this form requires a corresponding **Annex-E** and adequate documentary evidence in order to be eligible for consideration.*
ANNEX-E

DETAILS OF SIMILAR NATURE PROJECTS COMPLETED IN LAST THREE (03) FINANCIAL YEARS

Name of Firm

A separate form with adequate documentary evidence shall be provided for each project in Annex-D.

NOTE: Attach Tax deduction Certificate for each project for the Financial Year

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
</table>
| 1. | Name of Contract  
Financial Year |
| 2. | Name of Employer |
| 3. | Employer Address  
...................................................................................... |
| 4. | Nature of Works and special features of the contract  
...................................................................................... |
| 5. | Contract Role (Tick One)  
(a) Sole Contractor  
(b) Sub-Contractor  
(c) Member in a JV |
| 6. | Value of the total contract in the Financial Year  
PKR........... |
| 7. | Date of Award |
| 8. | Date of Completion |
| 9. | Amount of Income Tax deducted in the Financial Year  
PKR........... |
ANNEX -F

CARRAIGE VEHICLES CAPABILITY EVALUATION FORM

The Company / Firm shall provide adequate information regarding the equipment it intends to make available for executing and completing the PDMA, Punjab’s Contract.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Vehicle No</th>
<th>Brand</th>
<th>How many wheeler</th>
<th>Self-owned / Leased/ available on demand</th>
<th>Fitness Certificate / Yes / No</th>
<th>Registered Owner/ Lessee Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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</table>
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40. 
41. Add separate sheet if required

NOTE: Please attach copies of the following duly attested by a Gazetted Officer/Notary Public

1. Copies of registration certificates pages indicating vehicle and ownership detail of EACH vehicle
2. Certified Copies of fitness certificates (must be valid till 31st December, 2016)
3. Attested Copies of lease from recognized entities like banks, leasing companies etc.
4. Certificate of availability of stated vehicles on demand with proper documentation/agreements. PDMA shall have the right to ask the bidder to demonstrate the availability of vehicles at any time at the cost of bidder before or after the bidding process

Signed: ___________________                   Name:_______________________________
CNIC:____________________                   Address:_____________________________
Date: ___________________                   Place:_______________________________

EXCLUSION CONDITIONS FOR EVALUATION OF CARRAIGE VEHICLES

1. Minimum 06 Wheeler and Maximum 10 Wheeler vehicle will be used for evaluation
2. In case of non-submission of any of the above document in manner prescribed above the particular vehicle(s) will NOT be considered for evaluation.

TOTAL QUALIFIED VEHICLES =______________________

Signed: ___________________                   Name:_______________________________
CNIC:____________________                   Address:_____________________________
Date: ___________________                   Place:_______________________________
ANNEX-G

LITIGATION HISTORY FOR THE LAST THREE (03) YEARS

Applicants should provide information on any history of litigation or arbitration resulting from contracts executed in the three five years or currently under execution with any Public sector organizations.

(A) Decided Litigation.

<table>
<thead>
<tr>
<th>Year</th>
<th>Award FOR or AGAINST Applicant</th>
<th>Name of client, cause of litigation, and matter in dispute</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

(B) Pending Litigation.

<table>
<thead>
<tr>
<th>Year</th>
<th>Matter in Dispute</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>

Signed: ___________________                   Name:_________________________________
CNIC:____________________                   Address:_______________________________
Date:  ___________________                   Place:______________________________
ANNEX-H

FINANCIAL PROPOSAL SUBMISSION FORM (LOT-1 Ten Wheeler/15 Ton)

To: Procurement Officer, Provincial Disaster Management Authority, Government of the Punjab, Lahore.

Dear Sirs: We, the undersigned, offer to provide the services in accordance with your Request for Tender and our Technical Proposal. Our Financial Proposal is as follows:

<table>
<thead>
<tr>
<th>Sr</th>
<th>Item</th>
<th>Rate per truck in PK Rs</th>
<th>Rate per Truck in PK Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A: Quoted rate for loading on ONE Truck Load</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>C: Quoted rate for unloading from truck and stacking in store for ONE Truck Load</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>F: Quoted Detention Rate Per Day for ONE loaded Truck</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>H: Quoted Detention Rates Per Day for ONE EMPTY Truck</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>K: Quoted Rate of transportation charges for ONE Truck Per Km/TON</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This amount is inclusive of all the applicable taxes in Pakistan. We understand you are not bound to accept any Proposal you receive. Yours sincerely,

Authorized Signature [In full and initials]: ________________________________

Name and Title of Signatory: ________________________________

Name of Firm: ________________________________

Address: ________________________________
To: Procurement Officer, Provincial Disaster Management Authority, Government of the Punjab, Lahore.

Dear Sirs: We, the undersigned, offer to provide the services in accordance with your Request for Tender and our Technical Proposal. Our Financial Proposal is as follows

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Item</th>
<th>Rate per truck in PK Rs IN FIGURE</th>
<th>Rate per Truck in PK Rs IN WORDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A: Quoted rate for loading on ONE Truck Load</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>C: Quoted rate for unloading from truck and stacking in store for ONE Truck Load</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>F: Quoted Detention Rate Per Day for ONE loaded Truck</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>H: Quoted Detention Rates Per Day for ONE EMPTY Truck</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>K: Quoted Rate of transportation charges for ONE Truck Per Km/TON</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This amount is inclusive of all the applicable taxes in Pakistan. We understand you are not bound to accept any Proposal you receive. Yours sincerely,

Authorized Signature [In full and initials]: ________________________________

Name and Title of Signatory: ____________________________________________

Name of Firm: __________________________________________________________

Address: ______________________________________________________________

Provincial Disaster Management Authority (PDMA)
HIRING OF SERVICES OF TRANSPORT FIRM(S) FOR TRANSPORTATION OF RELIEF GOODS
**ANNEX-I-1**

**Lot-1**

**BID EVALUATION CRITERIA FOR 6 WHEELER TRUCK (08 TON LOAD)**

<table>
<thead>
<tr>
<th>Loading/Unloading Charges</th>
<th>Detention Charges</th>
<th>Transportation Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
</tr>
<tr>
<td>Quoted rate for loading on ONE Truck Load in Rs.</td>
<td>Rate for loading on 100 Truck Loads in Rs.</td>
<td>Quoted rate for unloading from truck and stacking in store for one Truck Load in Rs.</td>
</tr>
</tbody>
</table>

\[
\begin{align*}
\text{P} &= \text{E} + \text{J} + \text{N} \\
\text{N} &= \text{M} \times 200 \\
\text{M} &= \text{L} \times 500 \\
\text{L} &= \text{K} \times 8 \\
\text{K} &= \frac{\text{J} + \text{I}}{\text{K}} \\
\text{I} &= \text{H} \times 100 \\
\text{H} &= \frac{\text{G} + \text{I}}{\text{H}} \\
\text{G} &= \text{F} \times 100 \\
\text{F} &= \frac{\text{E} + \text{D}}{\text{F}} \\
\text{D} &= \text{C} \times 100 \\
\text{C} &= \frac{\text{B} \times 100}{\text{C}} \\
\text{B} &= \text{A} \times 100 \\
\end{align*}
\]

**TRIP:** ONE LOADING (ORIGIN) TO UNLOADING POINT (DESTINATION) ONE WAY ONLY

**WEIGHTAGE:** 08 TON FIXED FOR 6 WHEELER & 15 TON FOR 10 WHEELER IRRESPECTIVE OF ACTUAL LOAD FOR BID EVALUATION AS WELL AS PAYMENT FOR SERVICES

**LOWEST EVALUATION BIDDER WOULD BE THE FIRM HAVING LOWEST GRAND TOTAL OF ALL SERVICES FOR EACH LOT**

In case PDMA Punjab decides trackers installed in trucks on dispatch it will be the responsibility of the contractor to safely remove the tracker in presence of personal is authorized to receive the relief goods and the same will be returned by the cartage contractor within 24 hours to PDMA at designated point and as per procedure to be declared by PDMA, Punjab. In case of failure to do so, damage at full cost of replaced tracker in PDMA inventory shall be debitable to contractor.
**ANNEX-I-2**

<table>
<thead>
<tr>
<th>Loading/Unloading Charges</th>
<th>Detention Charges</th>
<th>Transportation Charges</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong></td>
<td><strong>B</strong></td>
<td><strong>C</strong></td>
<td><strong>D</strong></td>
</tr>
<tr>
<td>Quoted rate for loading on ONE Truck Load in Rs</td>
<td>Rate for unloading from truck and stacking in store for ONE Truck Load in Rs</td>
<td>Rate for unloading from truck and stacking in store for 100 Truck Loads in Rs</td>
<td>Total loading/unloading Bid cost in Rs</td>
</tr>
<tr>
<td>A</td>
<td>B=Ax100</td>
<td>C</td>
<td>D=Cx100</td>
</tr>
</tbody>
</table>

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AFFIDAVIT FOR NOT HAVING BEEN BLACKLISTED/BARRED/DEFAULTED ON JUDICIAL STAMP PAPER DULY NOTORIZED

1. The candidate firm/company/proprietor hereby declares that it has not been ever barred / blacklisted from participating in any project by any federal, provincial or local government or any government instrumentality in Pakistan.

2. The candidate firm/company/proprietor further declares that since the 5 (five) years preceding the Request for Tender date in newspaper it has NOT:

   i. Failed to perform any contract, as evidenced by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Prospective Bidder as the case may be; or
   ii. has been expelled from any project or contract by any public entity or authority; or
   iii. had any contract terminated by any government or government instrumentality for breach by such Prospective Bidder.
   iv. defaulted on any account on any previous or current contract with PDMA, Punjab

3. That any concealment or later discovery of any default, concealment or misrepresentation by any means at any later stage would automatically lead to cancellation of bid and Cartage Contract with appropriate ancillary damages as determined by PDMA, Punjab.

Signed: ____________________________  Name: ________________________________
CNIC: _____________________________  Address: _______________________________
Date: _____________________________  Place: ________________________________
INTEGRITY PACT /DISCLOSURE CLAUSE
(ON JUDICIAL STAMP PAPER DULY NOTORIZED)

The candidate firm/company / proprietor hereby declares its intention not to obtain the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative sub-division or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

Without limiting the generality of the forgoing the candidate firm has not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliation, agent, associate, broker, consultant, director, promoter, shareholder sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Pakistan, except that which has been expressly declared pursuant hereto.

The Seller / Supplier / Contractor certifies that it has made and will make full disclosure of all agreements an arrangements with all persons in respect of or related to the transaction with Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The candidate firm accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured through any of the aforesaid corrupt business practices shall with prejudice to any other right and remedies available to Government of Pakistan under any law, contract or other instrument, be void-able at the option of Government of Pakistan.

Notwithstanding any rights and remedies exercised by Government of Pakistan in this regard, the Seller / Supplier / Contractor agrees to indemnify Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Pakistan in any amount equivalent to twenty time the sum of any commission, gratification, brief, finder’s fee or kickback given by the Seller / Supplier / Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan.

Signed: ___________________  Name:___________________________
CNIC:____________________  Address:_______________________________
Date: _____________________  Place:______________________________
ANNEX-L

CHECKLIST (Tick Relevant Column)

<table>
<thead>
<tr>
<th>CHECKLIST</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Attested Copy of the Valid CNIC of Bidder</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Two Passport Size Photographs of the vendor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Company / Firm Certificate of Registration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Company / Firm valid registration with Income Tax Department (NTN Certificate)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Income Tax returns for the last three Financial Years ending on June 2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Company / Firm valid registration with Punjab Revenue Authority Department (PST Certificate)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Original Bank statement for last Three year duly stamped not earlier than 1st Jan, 2014 with bank original covering letter duly stamped and signed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• List of past and present litigation / arbitration / disputes (if any) against any Client, Consultant, Government, Semi-Government, Autonomous or state owned organization showing its extent and results supported by documentary evidence.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• List of similar works completed during last 03 years indicating total cost of such works/Income Tax deducted as per declared Income Tax returns</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• ATTESTED copies of all registration certificates and supporting documents as required in this document</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• In case of joint company or private limited provide list of its directors, Form A, Form 29, Articles of Association, Memorandum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Audited statements of accounts for the last financial year for limited companies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Details of Chartered Accountant as (if applicable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annex A to Annex L along with all requisite and supporting documents are duly filled and signed as specified</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

Signed: __________________________ Name: ________________________________

CNIC: __________________________ Address: ________________________________

Date: __________________________ Place: ________________________________
ANNEX-M

DRAFT FORM OF CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, PDMA (hereinafter called the “Client”) and, on the other hand, [name of Firm/Company] (hereinafter called the “Firm”).

WHEREAS

(a) the Client has requested the Firm/Company to provide certain services as defined in this Contract (hereinafter called the “Services”);

(b) the Firm/Company, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract

NOW THEREFORE the parties hereto hereby agree as follows:

1. The mutual rights and obligations of the Client and the Firm/Company shall be as set forth in the Contract, in particular:

(a) the Firm/Company shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Firm/Company in accordance with the provisions of the Contract.

The Payment Schedule is as follow:

IN WITNESS, WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of PDMA

[Authorized Representative]

For and on behalf of [name of Firm/Company]

[Authorized Representative]

[Note: If the Firm/Company consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Firm/Company [name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]
(FORM OF CONTRACT)

APPOINTMENT OF CARTAGE CONTRACTOR:

1. That the Cartage Contractor shall work as a non-exclusive Cartage Contractor of PDMA, Punjab with immediate effect for the period of six months (extendable with mutual consent for a further period of 06 month) from the date of signing of agreement and delivery of Relief Goods through trucks or other justified means from designated destinations (hereinafter referred to as the Loading point) to such destinations/places in such quantities and in such a manner as the PDMA, Punjab shall direct.

ESTIMATED QUANTITIES TO BE TRANSPORTED:

2. PDMA, Punjab expects to transport the Relief Goods through the Cartage Contractors with immediate effect for the period of six (06) months from the date of signing of agreement (extendable). The actual quantity to be transported will depend upon the need decided by PDMA, Punjab.

AVAILABILITY OF MINIMUM NUMBER OF TRUCKS:

3. The actual requirements of trucks will be determined by the PDMA, Punjab from time to time and conveyed to the Cartage Contractor through its Representative. It is clearly understood that the Cartage Contractor will be required to provide the number of trucks as directed by PDMA, Punjab on 4 hour notice. PDMA, Punjab shall reserve the right to withdraw its requisition in part or whole at any time without assigning any reason or paying any compensation to the Cartage Contractor.

DAMAGES FOR FAILURE TO PROVIDE REQUIRED TRUCKS:

4. i) If the Cartage Contractor fails to provide the requisite number of trucks as per Para 3, damages at the rate of Rs.1,000.00 per truck per hour shall be imposed. These damages can be imposed in addition to the provisions of Para 9 solely at the discretion of the PDMA, Punjab.

   ii) If the transport is not made available as per requirement of PDMA, Punjab then the PDMA at its discretion may make any such alternate arrangement as deemed necessary at the cost and risk of the Contractor and debited/recovered from the Cartage Contractor.

RATE OF FREIGHT:

5. i) In consideration of his services for transportation and delivery of relief goods, the Cartage Contractor shall be paid freight by PDMA, Punjab at the tender rates.

   ii) The freight will be paid on the basis of rate(s) applicable for the precise distance to the destination. The determination of the distance shall be worked out on the basis of shortest possible motorable routes from loading point to unloading point. However, during the currency of the contract, the PDMA, Punjab reserves the right to change any destination. The Cartage Contractor will under no circumstances claim more mileage than the actual mileage done by his vehicle.
6. The Cartage Contractor shall submit bills on completion of assignment for the work done under this Agreement on the standard bill form as per procedure of PDMA, Punjab.

7. i) The Cartage Contractor shall at his own cost and expense establish an independent office with telephone connection at a site close to the PDMA offices, Punjab to enable the PDMA, Punjab to have liaison with the Contractor or his authorized representative as and when required without any loss of time. Such representative shall be literate/competent enough and mutually acceptable to handle the work involved and shall be replaced by a substitute upon any complaint made against him by PDMA, Punjab.

ii) The Cartage Contractor shall ensure that his representative is permanently posted at PDMA, Punjab and at each loading point in order to take and acknowledge the receipt.

8. The Cartage Contractor will maintain a record of all Release Orders and stock transfer notes received by him for execution in a proper register. All dispatches made against the documents received will be recorded date wise. The relevant information pertaining to truck numbers, Driver Name, Driver CNIC No. Shipment Details etc. will also be duly recorded.

9. In case PDMA Punjab decides trackers installed in trucks on dispatch it will be the responsibility of the contractor to safely remove the tracker in presence of personal is authorized to receive the relief goods and the same will be returned by the cartage contractor within 24 hours to PDMA at designated point and as per procedure to be declared by PDMA, Punjab. In case of failure to do so, damage at full cost of replaced tracker in PDMA inventory shall be debitable to contractor.

10. The Cartage Contractor shall transport the relief goods at the shortest possible time when the truck leaves the loading point. In case the cartage contractor fails to deliver the relief goods within the shortest possible time, he will be liable to pay damages @ Rs.1,000.00 per truck/per delayed hour. The cartage contractor shall transport the relief goods to the designated destination(s) ordered by PDMA, Punjab within the hereinafter mentioned maximum periods calculated from the time loaded trucks leave the loading point.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Destination (KM) From To</th>
<th>Maximum Delivery Time</th>
<th>Sr. No.</th>
<th>Destination (KM) From To</th>
<th>Maximum Delivery Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0 100</td>
<td>5-hours</td>
<td>7</td>
<td>601 700</td>
<td>35-hours</td>
</tr>
<tr>
<td>2</td>
<td>101 200</td>
<td>10-hours</td>
<td>8</td>
<td>701 800</td>
<td>40-hours</td>
</tr>
<tr>
<td>3</td>
<td>201 300</td>
<td>15-hours</td>
<td>9</td>
<td>801 900</td>
<td>45-hours</td>
</tr>
<tr>
<td>4</td>
<td>301 400</td>
<td>20-hours</td>
<td>10</td>
<td>901 1,000</td>
<td>50-hours</td>
</tr>
<tr>
<td>5</td>
<td>401 500</td>
<td>25-hours</td>
<td>11</td>
<td>1,001 1,100</td>
<td>55-hours</td>
</tr>
<tr>
<td>6</td>
<td>501 600</td>
<td>30-hours</td>
<td>12</td>
<td>1,101 1,200</td>
<td>60-hours</td>
</tr>
</tbody>
</table>
The penalties under this clause are applicable up to a maximum of 05 hours non-receipt of relief goods after 6 hours up to 24 hours no freight shall be given in addition to above penalties and will be considered as default under clause 19 only.

CARTAGE CONTRACTOR TO OBTAIN SIGNATURES ETC. FROM CONSIGNEE UPON DELIVERY

11. The Cartage Contractor shall deliver the relief goods to the consignee at the destination (Unloading Point) designated by PDMA, Punjab and obtain signatures and stamp from the consignee for the receipt thereof on the Release Order/ Stock Transfer Note form along with delivery date & time.

NON-DELIVERY OF CONSIGNMENT AT DESIGNATED DESTINATION/ UNLOADING

12. In case the Cartage Contractor delivers/ unloads/ dumps the consignment at a place other than the designated destination, the Cartage Contractor shall be liable to pay to PDMA, Punjab the twice cost of the stocks loaded on truck(s). The Cost will be determined by PDMA, Punjab, which will be final. Besides, no freight charges shall, in such cases, be payable to the Cartage Contractor. In addition PDMA, Punjab will be within its right to terminate the Agreement, “In addition each violation under this clause would also be dealt under clause 19 of this agreement” forthwith.

CARTAGE CONTRACTOR TO SEEK PDMA’S DIRECTIONS ON CONSIGNEE’S REFUSAL TO ACCEPT/CHANGE THE PLACE OF CONSIGNMENT

13. In the event of the designated consignee refusing to accept the relief goods the cartage contractor shall seek necessary directions of PDMA, Punjab.

CARTAGE CONTRACTOR TO ENSURE CORRECT AND PROPER LOADING

14. Loading both at Loading Point and unloading from trucks at destination(s) will not be the responsibility of the Cartage Contractor. However, at the time of loading the Cartage Contractor or his authorized representative will supervise the loading of relief goods to ensure that the number of bags/cartons/items mentioned in Release Order/ Stock Transfer Notes are exactly loaded and there is no improper loading. In case there is any delay or any loss, theft and adulteration or damage to the consignment due to improper loading after it has left loading point, the Cartage Contractor will be held responsible for the same, by PDMA, Punjab and will be liable to make good the losses as per Para’s 10, 12, 19 & 20, respectively or collectively, as the case may be.

CARTAGE CONTRACTOR TO COVER TRUCKS WITH TARPAAULIN

15. The Cartage Contractor shall cover the entire product by tarpaulin at all times while in transit to avoid damage by rain, dust or other weather effects. If during transit the relief goods are damaged by rain, dust or other weather effects, the Cartage Contractor will be held responsible for the damage as per Para 20. External spoiling of relief goods through settlement of dust or soiling for any reason shall be construed to be damage to the product, and damages shall be levied on the contractor proportionate to the assessed value. The use of tarpaulins shall be checked at the receiving end by the consignee. In case of a report by the consignee regarding tarpaulins not being used, the Cartage Contractor will be liable to pay damages @ Rs.10,000.00 per truck in addition to the amount paid on account of damage to the product.
CARTAGE CONTRACTOR NOT TO CHANGE TRUCK:

16. The Cartage Contractor will be responsible to deliver the relief goods in the same truck which has taken delivery at loading point. In case the truck receiving delivery from loading point meets an accident and does not remain in road worthy condition, the relief goods may be transferred to the other truck(s) by the Cartage Contractor who shall ensure its delivery to the destination in the original condition. The matter must be immediately reported to PDMA, Punjab, in writing and the time frame for delivery of consignment at destination may be extended by giving margin up to Six (06) hours.

DRIVER OF TRUCK TO CARRY NECESSARY DOCUMENTS:

17. It will be responsibility of the Cartage Contractor to ensure that the driver of the truck presents on demand to the Competent Authority representing the Government documents related to the Relief Goods carted by him i.e. Release Order/Stock Transfer Notes, issued by PDMA, Punjab. “Release Order” specifying the consignee and documents prescribed in the Motor Vehicles Act of Pakistan.

COMPENSATION FOR LOSS AGAINST NON DELIVERY/ IF DELIVERY AS PER SCHEDULE BEYOND SIX HOURS:

18. In case the delivery of trucks at the designated place(s) is delayed for more than 24 hours it shall be considered as loss of consignment by the contractor.

19. In case of loss of consignment the contractor shall pay twice the cost of relief goods. The cost shall be decided by PDMA, Punjab which will be final besides no freight charges shall be payable to contractor.

20. It is understood that the Cartage Contractor shall not be absolved of his liability under this Agreement where consequent upon a road accident whether caused by the negligence of the employees of the Cartage Contractor or the third party, the delivery of the consignment is not made or the relief goods are damaged, lost or pilfered, in such case contractor shall make good the loss as per Clause 19.

21. The Cartage Contractor shall be responsible for the acts, commissions or omissions of his drivers and other servants and employees engaged by him and shall remain liable to pay to PDMA, Punjab the amounts hereinbefore mentioned, where for any reason(s) there is any delayed delivery, non-delivery or short delivery of relief goods or damage or loss to the relief goods howsoever caused while the relief goods is in the charge of and under the control of the Cartage Contractor.

CARTAGE CONTRACTOR TO KEEP COMPANY INDEMNIFIED:

22. The Cartage Contractor shall be solely responsible for any accident sustained by any of his labourers, drivers and other servants, agents and employees concerned in the handling and carriage of the product whether or not resulting in death and disability and shall be liable for all damages or compensation payable in respect of such accidents whether under the Workmen’s Compensation Act or the Fatal Accident Act, or any other enactment or law for the time being in force and shall keep PDMA, Punjab indemnified from all claims made against PDMA, Punjab arising out of the work carried out by the Cartage Contractor under this Agreement. The Cartage

Sign---------------------

Stamp---------------------
Contractor shall be solely responsible for any and all liabilities arising in favour of third party.

**CARTAGE CONTRACTOR NOT TO DEMAND ANY PAYMENT OF FREIGHT FROM CONSIGNEE/ILLEGAL FREIGHT CHARGES:**

23. Under no circumstances, the Cartage Contractor or any of his drivers/employees shall demand from the consignee the freight or any payment whatsoever. In case it is found and confirmed by Deputy Commissioner/PDMA, Punjab that any such demand has been made or any amount has been charged by the Cartage Contractor or his driver/employee from the consignee, damages amounting to Rs.50,000.00 per truck shall become payable by the Cartage Contractor to PDMA, Punjab. In such an event, the Cartage Contractor shall also lose his right to receive freight for the consignment in question and the actual amount if paid by the consignee shall be recoverable from the Cartage Contractor for reimbursement to the consignee. In addition, PDMA, Punjab shall be within its right to forthwith terminate this Agreement.

**FALSE INFORMATION BY THE CARTAGE CONTRACTOR:**

24. In case it is found that the information and documents furnished by the Cartage Contractor at the time of tenders or thereafter are false or bogus, PDMA, Punjab in addition to other remedies available to it, shall have the right to terminate this Agreement forthwith.

**AGREEMENT NOT ASSIGNABLE:**

25. i) The Cartage Contractor shall not at any time assign or sub-contract any one or more of the obligations imposed on him under this Agreement unless PDMA, Punjab by its written permission allows him to do so.

ii) In case the Cartage Contractor sublets the Contract, PDMA, Punjab shall be within its right to terminate the Agreement forthwith forfeiting the security deposit and Black Listing the party.

**NO WAIVER UNLESS EXPRESSLY AGREED:**

26. Unless expressly agreed, no failure on the part of either party to exercise and no delay in exercising any right hereunder shall operate as waiver thereof. Part performance shall not be construed a waiver of any breach of this Agreement.

**POWER OF COMPETENT AUTHORITY OF PDMA, PUNJAB TO REMIT OR WAIVE DAMAGES:**

27. The Competent Authority of PDMA, Punjab may in his discretion remit or waive wholly or in part any damages imposed under this agreement where he is satisfied that there do exist extenuating or mitigating circumstances to justify such a concession.

**SECURITY DEPOSIT/PERFORMANCE GUARANTEE:**

28. The Security deposit/Performance Guarantee @ 05% for Lot(s) (as applicable) deposited by the Cartage Contractor at the time of this contract shall be kept by PDMA, Punjab as security deposit against transportation contract. The security thus deposited shall remain at the disposal of PDMA, Punjab, who has the right to utilize it in any manner deemed fit. PDMA, Punjab shall also be within its right to appropriate/forfeit the Security Deposit on account of any damage or loss caused directly or indirectly by the Cartage Contractor or on account of his failure to discharge
any of his obligations under this Agreement or his failure to observe any of the terms and conditions of this Agreement. The aforesaid Security Deposit will be refunded to the Cartage Contractor on the expiry of the contract when PDMA, Punjab has no claim against the Cartage Contractor for the loss or damage caused to PDMA, Punjab or by failure of the Contractor in observing any of the terms and conditions of contract. The contractor performing with PDMA, Punjab has to be submitting clearance before claiming for refund of his security deposit.

**TOLL TAX, RAHDARI ETC:**

29. No Toll Tax or Rahdari shall be paid by PDMA, Punjab.

**PDMA’s OPTION TO TRANSPORT THROUGH OTHERS:**

30. In the event of mal-performance/ non-performance by the Cartage Contractor(s), PDMA, Punjab has also the right to arrange transportation through any means at the risk and cost of the Cartage Contractor and recover/debit the actual expenditure thereby incurred on transportation and handling including loading etc.

31. In case of emergency, PDMA, Punjab reserves the right to appoint one or more Cartage Contractors at a time for handling the relief goods and may appoint additional Cartage Contractor(s) without calling for new tenders/quotations at prevailing rates & terms and conditions any time deem necessary.

**CHANGE IN THE CONSTITUTION OF FIRM PARTNERS ETC:**

32. Any change, in constitution of the firm of the Cartage Contractor shall be notified in writing to PDMA, Punjab, 40, Lawrence Road, Lahore. Such change, however, shall not relieve any former member of the firm from any liability under the contract.

**DURATION AND EXTENSION OF THE AGREEMENT – PAYMENT OF DAMAGES:**

33. i) This Agreement shall come into effect with immediate effect from the date of signing of agreement for a period of six (06) months and which will be extendable by mutual consent of the firm and PDMA, Punjab.

   ii) The Cartage Contractor shall be liable to pay damages for its defaults under various clauses of the Cartage Agreement after the expiry of the contract till the final clearance of accounts. PDMA, Punjab shall be thus, within its rights to recover/ debit to the account of Cartage Contractor the total amount of such damages after expiry of the contract and till settlement of the final account with the Cartage Contractor.

**TERMINATION AND SUSPENSION:**

34. PDMA, Punjab may terminate this Agreement at any time without assigning any reason during its currency by serving 15 days notice in writing. This contract stands cancelled if the policy of the Government changes regarding dispatch of Relief Goods by PDMA, Punjab.

35. If in the opinion of PDMA, Punjab the Cartage Contractor fails to act diligently, efficiently and carefully or fails to carry out any of his obligations under this Agreement for any reason whatsoever, PDMA, Punjab shall have the right to suspend transportation through the Cartage Contractor for a definite or an indefinite period or to terminate this Agreement with immediate effect, as well as the right to debar/ blacklist the Cartage Contractor from participation in the
future Cartage Tenders of PDMA, Punjab.

36. On termination of this agreement under Para(s) 12, 19, 23, 24, 25 (ii) or 35 or where transportation through Cartage Contractor is suspended, PDMA, Punjab shall have the right to make alternative arrangements for the transportation of relief goods at the cost and expense of the Cartage Contactor.

FORCE MAJEURE

37. Neither party shall be liable for any delay or default caused by the event of Force Majeure.

ARBITRATION:

38. i) Any question, dispute or difference between the parties arising out of/ or under this Contract, shall be referred to the decision of Sole Arbitrator to be appointed by the Director General, PDMA, Punjab, 40, Lawrence Road, Lahore. The decision of such an Arbitrator shall be final and binding on both the parties. Arbitration proceedings shall be held at Lahore in accordance with Arbitration Act 1940.

ii) Work under the Contract shall, if reasonably possible continue during the arbitration proceedings and no payment due or payable under the Agreement shall be withheld unless it is a matter in dispute under Arbitration.

JURISDICTION:

39. Subject to the provisions contained in Para 38, only the Courts at Lahore, shall have the jurisdiction to adjudicate over any matter which may arise under this Agreement.

INTEGRITY PACT

40. i) The Cartage Contractor will be obliged to sign a surety bond, ensuring that, under no circumstances, work environments or operational condition, he will not resort to state orally or express in writing, during currency or on expiry of contract, which at any time, can implicate signatories of the contract or PDMA, Punjab management (Previous/Present) at any stage at any time. A contract without such surety bond will be considered invalid.

ii) The Cartage Contractor hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Punjab (GOPb) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GOPb) through any corrupt business practice.

iii) Without limiting the generality of the foregoing, the Cartage Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOPb, except that which has been expressly declared pursuant hereto.

iv) The Cartage Contractor certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOPb and has not taken any action or will not take any action to circumvent the above declaration.

Sign-------------------

Stamp-------------------
representation or warranty.

v) The Cartage Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GOPb under any law, contract or other instrument, be avoidable at the option of GOPb.

vi) Notwithstanding any rights and remedies exercised by GOPb in this regard, the Cartage Contractor agrees to indemnify PDMA, Punjab, GOPb for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOPb in an amount equivalent to Twenty time the sum of any commission, gratification, bribe, finder’s fee or kickback given by the Cartage Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOPb.