

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – I

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services and Goods Worth Fifty
Million or More

- NAME OF THE ORGANIZATION/DEPTT. Port Qasim Authority
- FEDERAL / PROVINCIAL GOVT. Federal
- TITLE OF CONTRACT Contract agreement for Transportation Services through 117 Toyota Hiace A/C Vans Chassis Code 224.
- TENDER NUMBER PQA/Admin/TPT/01/ACvan/2023
- BRIEF DESCRIPTION OF CONTRACT Contract agreement for Transportation Services through 117 Toyota Hiace A/C Vans Chassis Code 224.
- TENDER VALUE Pak Rs.1,120,307,760/- (for three years) @ Pak Rs.10,230 per vehicle per day (with SST) However, the payment is to be made on actual deployment of vans.
- ENGINEER'S ESTIMATE (N/A)
(for civil Works only)
- ESTIMATED COMPLETION PERIOD (N/A)
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? No Yes / No
- ADVERTISEMENT :
- (i) PPRA Website Yes (02-05-2023 TS509294E) Yes / No
(Federal Agencies) (If yes give date and PPRA's tender number)
- (ii) News Papers: Yes (Daily dawn and Jahan e Pakistan dt. 29-04-2023) Yes / No
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) 16-05-2023 at 1130 hrs
- NATURE OF PURCHASE (Local) Local / International
- EXTENSION IN DUE DATE (If any) No Yes / No


Manager (Transport)
Port Qasim Authority

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- NUMBER OF TENDER DOCUMENTS SOLD Seven (08)
(Attach list of Buyers)
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (Yes) Yes / No
(If yes enclose a copy).
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (Yes) Yes / No
(If yes enclose a copy).
- WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)
 - a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____
 - b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. _____
 - c) TWO STAGE BIDDING PROCEDURE. _____
 - d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. _____
- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.)
- WHO IS THE APPROVING AUTHORITY Chairman PQA
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.
- NUMBER OF BIDS RECEIVED Seven (07)
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER (Yes) Yes / No
- WHETHER INTEGRITY PACT WAS SIGNED (No) Yes / No



Manager (Transport)
Port Qasim Authority

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods Worth Fifty
Million Rupees or More

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Seven (07)
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Butt Brothers Transport
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID). 1st M/s. Butt Brothers Transport, 2nd M/s. Shahid Transport, 3rd M/s. Hadi & Co.
- NEED ANALYSIS (Why the procurement was necessary?) N/A)
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe) (N/A)



Manager (Transport)
Port Qasim Authority

- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS _____ (Yes) _____ Yes / No

- DATE OF CONTRACT SIGNING 28-10-2023
(Attach a copy of agreement)

- CONTRACT AWARD PRICE Pak Rs.1,120,307,760/- (for three years) @ Pak Rs.10,230 per vehicle per day (with SST) However, the payment is to be made on actual deployment of vans.

- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS _____ (Yes) _____ Yes / No
(Attach copy of the bid evaluation report)

- ANY COMPLAINTS RECEIVED _____ (Yes) _____ Yes / No
(If yes result thereof)
Complaint has been attended and complainant has been satisfied.

- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS _____ (No) _____ Yes / No
(If yes give details)

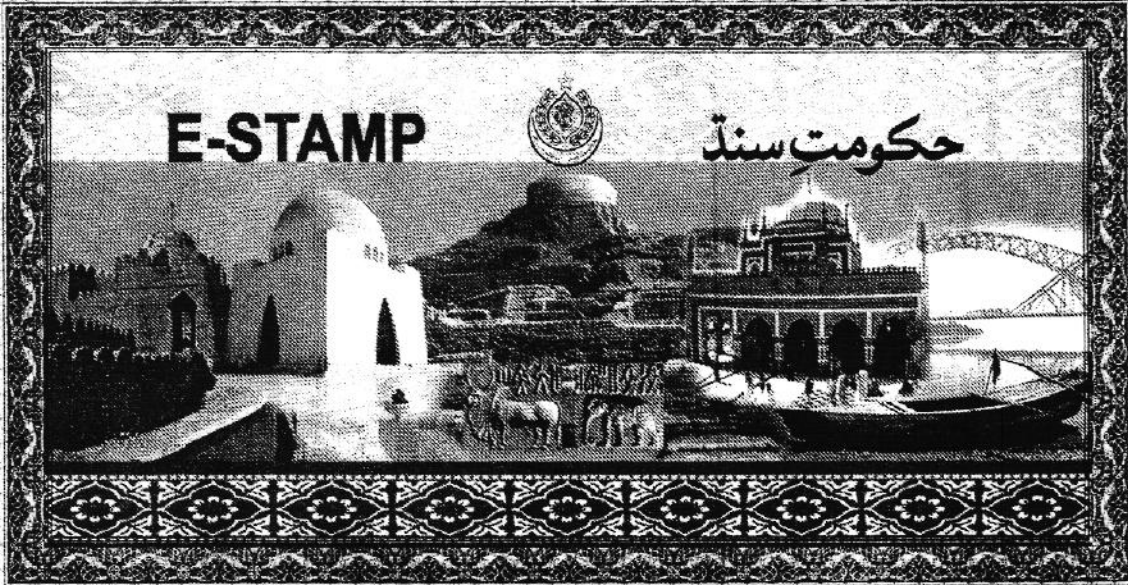
- DEVIATION FROM QUALIFICATION CRITERIA _____ (No) _____ Yes / No
(If yes give details)

- SPECIAL CONDITIONS, IF Any
(Give Brief Description)
(N/A)

[F.No.2/1/2008PPRA-RA.III]

Manager (Transport)
Port _____





SND-0369-167036125650

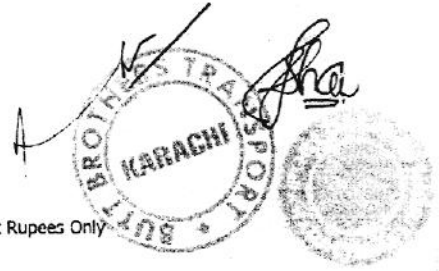
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Non-Judicial

2330
19/10/2023

Rs 3,503,448/-

Description : Contract - 15(a)
Principal : PORT QASIM AUTHORITY [33931232]
Contractor : ZUBAIDA IRSHAD [42201-4570595-8]
Applicant : KAMRAN IRSHAD BUTT [42201-3814180-5]
Stamp Duty Paid by : ZUBAIDA IRSHAD [42201-4570595-8]
Issue Date : 08-Sep-2023, 12:58:52 PM
Paid Through Challan : 202313D0B0218AF7
Amount in Words : Thirty Five Lac Three Thousand Four Hundred and Forty Eight Rupees Only



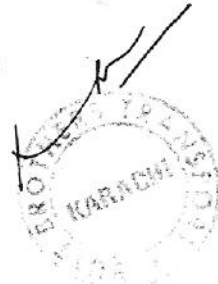
Please Write Below This Line

CONTRACT FOR TRANSPORTATION SERVICES
(AC VANS)

1. This Contract is made at Karachi on this day of 18th Oct, 2023 between, Port Qasim Authority, established under Port Qasim Authority Act 1973 (XLIII of 1973), (hereafter referred to as the "Authority") which expression shall include its administrators, legal representatives, successors and assign of the one part and M/s. Butt Brothers Transport, having office at C-16, Sector 18-A, Quetta Town, Co-operative Housing Society, Karachi, (hereinafter referred to as the "Contractor") which expression shall include their Administrators, legal representatives, successor and assign of the other part.

2. Whereas the Authority intended to acquire Transportation Services of about 117 x (minimum 14/15 seater) alongwith drivers, fuel & lubricants, repair & maintenance etc, to pick/drop the Authority's employees from the city to Port Muhammad Bin Qasim and back, at a fixed daily rate per vehicle for a period of Three (03) years with effect from 29th August, 2023 to 28th August, 2026,.

3. Whereas, the Transport Contractor has offered to provide aforesaid services to the Authority @ Rs. 10230/- per vehicle per day, which offer has been accepted by the Authority.



NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

- i. The contractor shall provide the services as defined in and in accordance with the bill of Quantity and provisions of letter of Intent, vide No. PQA/Admin/TPT/01/Van/2023 dated. 24-08-2023.
- ii. The contract agreement shall consist of the following documents, which will be deemed to form and be read and construed as part of this Contract Agreement.
 - a. Tender Notice issued through Press on 29-04-2023, PPRA & PQA website dated. 02-05-2023, along with associated documents mentioned therein.
 - b. The Bill of Quantity (Abstract of Cost duly filled by the contractor) / Terms & Conditions.
 - c. The letter of Intent vide No. PQA/Admin/TPT/01/Van/2023 dated. 24-08-2023.
 - d. The performance Bond / Bank guarantee No CBD/LOG-0115/1301/23 amounting to Rs.34,000,000/- from Meezan Bank Limited, dated. 20th September, 2023.
 - e. General Conditions of Contract.
- iii. In consideration of the payment to be made by the Authority to the contractor, the Contractor hereby covenants with the Authority to complete, the said works in conformity with the terms and conditions laid down in the contract documents.
- iv. The Authority hereby covenants to pay to the Contractor in consideration & satisfactory completion of Work, the contract price at the time and in the manner prescribed in the Contract Documents including bill of Quantity and letter of Intent (BOQ / LOI).
3. In witness whereof the parties hereto have signed this contract on the dated stated above.

On or behalf of Contractor

Signature _____

Name KAMRAN IRSHAD BUTT

CNIC No. 42201-1155291-3

Add Su-5 Askari 4 Karachi

Witness

1. Signature _____

Name KAMRAN IRSHAD BUTT

CNIC No. 42201-3814180-5

Add Su-5 Askari 4 Karachi

2. Signature _____

Name _____

CNIC No _____

Add _____

On or behalf of PQA

Secretary

Signature _____

Secretary
Port Qasim Authority
Karachi

Witness

1. Tahira Saeed

2. _____

TERMS & CONDITIONS OF CONTRACT

1. That in the Agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.

2. That the Contractor shall submit/furnish a "Performance Bond" / Bank Guarantee 10% of the Contract value (**one year**) valid up to one month after the expiry of this contract from any schedule Bank having **AA** rating situated in Karachi. The performance Bond shall be invoked for encashment in the event of breach of Contract by the Transport Contractor.

3. That in consideration of payment to be made by the Authority to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Authority to let on hire the Vans mentioned above in conformity, in all respects to the provisions of the Contract to the entire satisfaction of the Authority.

4. That the Authority hereby covenants to pay the Contractor in consideration of deploying vans on the rates and the conditions as under:-

- a. **Toyota Hiace A/C Van with Chassis Code – 224 (Made in Japan) or Equivalent**
Hiroof & Wide body Dual A/C 14/15 SEATER 2018 Model & above / date of registration 2018 & above

One trip up and down daily from city to the Port Muhammad Bin Qasim and Back @ Rs.10230/- per vehicle/day and additional trip (if required) @ Rs.10230/- per trip up/down.

5. That there will be no revision of rates during the currency of this contract, however difference of fuel (Petrol) prices as announced by the Government from time to time shall be adjusted in monthly bills @ increase/decrease in prices as per following formula:

Vans - difference in fuel price x 20 ltrs. PETROL per day/vehicle.

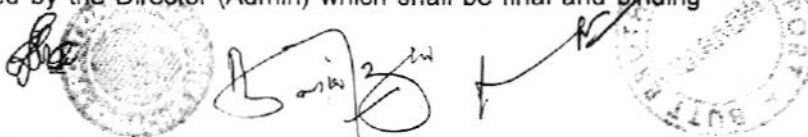
6. That vehicles of required model & condition declared to be satisfactory by the Inspection Committee will only be acceptable.

7. That the Air Conditioned facility will be for a period (Summer) of 08 months of the year i.e. 1st Mar to 31st Oct and the payment for the remaining period (Winter) of year will be made after deduction of amount equal to Five (05) Ltrs. PETROL per day per van.

8. That in case of failure in provision of Air Conditioned facility, an amount equal to five (05) Ltr. PETROL per day per van will be deducted. In case the air conditioned facility is not provided by the contractor for more than two days in one month, an amount equal to ten (10) Liters PETROL per day per van will be deducted.


9. That in the event of an accident, the entire responsibility for payment of compensation for damages or injury or death will be that of the Contractor and also in case of injury or death of any employee or employees traveling in such vehicle the Contractor shall pay Compensation for the same to legal heirs of such employee/employees accordingly. Contractor may cover the risks through insurance at its own cost, however, insurance will not absolve personal liability of the Contractor against any claim.

10. That in the event of an accident owing to the negligence of the Contractor or driver of the Van or of any of his employee, the Authority reserves the right to recover all those expenses incurred on the treatment of the injured employee/employees and claim damages and impose penalty, the extent of which shall be decided by the Director (Admin) which shall be final and binding on the Contractor.



11. That if the vehicles of contractor in case of curfew and other disturbances in the City, are not allowed to go to the fixed spots/points then the vehicles shall pick-up and drop the employees at the nearest and safe points in the area so fixed by Manager (Transport)/DM (Transport), but, no additional charges shall be paid on this account.

12. That the offer will be valid for a period of 120 days however, difference in fuel (PETROL) Price (increased / decreased) during the period of bid opening and execution of agreement will be adjustable in accordance with the existing formula mentioned above.

13. That at the time of opening of bid / the fuel (PETROL) Price is Rs. 270/- per ltr. (Two Hundred seventy only) 

14. That the Contractor will not reduce the number of vehicles approved but will only add and decrease (as and when asked by the Authority with due notice) the number of vehicles at the same rates, terms and conditions within a period of two (02) days, failing which necessary arrangement will be made by the Authority on the risk & cost of contractor.

15. Authority reserves the right to increase and decrease the number of vans as per its requirement. The Payment will be released as per actual number of vans deployed.

16. That the vehicles offered for hire will have the carrying capacity of passengers as shown in NIT. These vehicles will not be allowed to carry passengers other than those of Authority's employees for whom these are deployed and those who are duly authorized by Manager (Transport)/DM (Transport).

17. That Contractor shall ensure that the workers are picked up from their respective pickup points enroute and reach the Port 15 minutes before the starting time of the shifts/working/office hours and for the return journey the vehicles will start from the Port 05 minutes after the closing time of the shift/working/office hours.


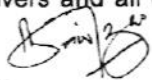
18. That in the event of failure of a vehicle, the Transport Contractor shall immediately provide another vehicle which shall in no case be inferior to that of originally provided, in terms of General/Mechanical condition and model. Whenever Contractor desire to withdraw any vehicle or vehicles for the purpose of repairs etc. he will inform to the Transport department in writing making the alternate arrangements and will withdraw such vehicle only after obtaining approval from Director (Admin).

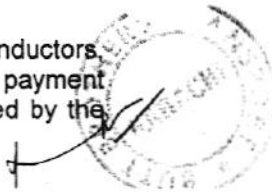
19. For replacing any of the approved van during the Contract period, prior approval of Director (Admin) would be required. The proposal for replacement would also require reasons for the change and period required.

- a. The replacement to be provided, would be of the same make and model as approved by the Inspection Committee and would require approval of Director (Admin).
- b. Any inevitable replacement during the contract period shall be made after inspection and clearance of the Director (Admin).

20. That the Contractor will not in any way suspend / stop the transport operation by withdrawing the vehicles from assigned routs. In such case, the vehicles will be arranged by the Authority on the risk & cost of contractor.

21. That the Contractor shall be responsible for providing drivers/conductors, diesel, oils, other Lubricants, Maintenance and repairs of the vehicles, payment of pay and allowance etc. to his drivers and all other persons employed by the



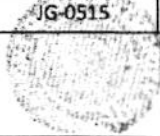

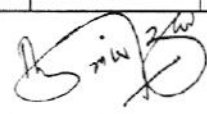
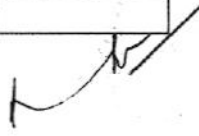
Contractor on the fleet of these vehicles would be liability of the Contractor. The Contractor shall be responsible to maintain the vehicles in excellent and serviceable conditions at their expenses.

22. That the authorized officers of the Authority shall carry out physical inspection of all vans every month on any day or even daily to check their General and Mechanical conditions and shall render a report to Director (Admin) for his information. The defects so noticed/observed shall be communicated to the Contractor in writing by the Transport Department who shall immediately take the work in hand and report compliance to Transport Department under intimation to Director (Admin).

23. That the Transport Contractor will display, in the front and in the rear of the vehicles with BOLD Letters in red with white back ground the words "ON PQA CONTRACT" with Route number at his own expenses.

24. As approved by the Transport Committee, the transport Contractor will ensure to deploy following registration number vans (14/15 seaters).

S.No.	Reg No.	Make / type	Model	Registration	Route No.
1	JF-9547	Toyota / 224	2015	2018	
2	JG-2175	Toyota / 224	2016	2021	
3	JG-0526	Toyota / 224	2015	2021	
4	JG-1056	Toyota / 224	2018	2023	
5	JG-0342	Toyota / 224	2015	2020	
6	JG-0184	Toyota / 224	2016	2019	
7	JG-1024	Toyota / 224	2019	2023	
8	JG-0556	Toyota / 224	2015	2021	
9	JG-2075	Toyota / 224	2016	2020	
10	JG-1975	Toyota / 224	2016	2020	
11	JG-1177	Toyota / 224	2017	2023	
12	JF-9319	Toyota / 224	2014	2018	
13	JG-0835	Toyota / 224	2017	2022	
14	JF-9267	Toyota / 224	2014	2018	
15	JG-0266	Toyota / 224	2016	2019	
16	JG-1675	Toyota / 224	2014	2019	
17	JF-9410	Toyota / 224	2014	2018	
18	JG-0660	Toyota / 224	2016	2021	
19	JF-9550	Toyota / 224	2014	2018	
20	JG-7714	Toyota / 224	2018	2023	
21	JG-9199	Toyota / 224	2013	2019	
22	JF-9835	Toyota / 224	2014	2018	
23	LEB-2399	Toyota / 224	2014	2018	
24	JG-5560	Toyota / 224	2016	2020	
25	JG-3173	Toyota / 224	2014	2020	
26	JG-4414	Toyota / 224	2016	2022	
27	JG-0749	Toyota / 224	2017	2022	
28	JG-1516	Toyota / 224	2015	2019	
29	JF-9255	Toyota / 224	2015	2018	
30	JG-3214	Toyota / 224	2014	2019	
31	JG-0515	Toyota / 224	2017	2021	

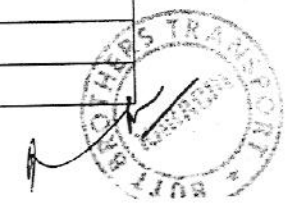





32	JG-0747	Toyota / 224	2017	2022	
33	JG-0504	Toyota / 224	2015	2021	
34	JG-0974	Toyota / 224	2022	2023	
35	JF-9805	Toyota / 224	2015	2018	
36	JG-0664	Toyota / 224	2017	2021	
37	JG-0665	Toyota / 224	2017	2021	
38	JG-1014	Toyota / 224	2022	2023	
39	JG-0972	Toyota / 224	2022	2023	
40	JG-0724	Toyota / 224	2016	2021	
41	JG-0544	Toyota / 224	2017	2021	
42	JG-0364	Toyota / 224	2016	2020	
43	JG-9192	Toyota / 224	2018	2020	
44	JG-0499	Toyota / 224	2015	2021	
45	JG-0501	Toyota / 224	2017	2021	
46	JG-0239	Toyota / 224	2019	2019	
47	JG-3525	Toyota / 224	2014	2018	
48	JG-3030	Toyota / 224	2014	2019	
49	JG-0432	Toyota / 224	2016	2020	
50	JG-5014	Toyota / 224	2018	2023	
51	JG-0353	Toyota / 224	2015	2020	
52	JG-0498	Toyota / 224	2016	2021	
53	JG-7212	Toyota / 224	2015	2021	
54	JG-5551	Toyota / 224	2016	2020	
55	JG-0759	Toyota / 224	2016	2022	
56	JG-0232	Toyota / 224	2014	2019	
57	JG-4950	Toyota / 224	2016	2021	
58	JG-0453	Toyota / 224	2016	2020	
59	JG-0720	Toyota / 224	2015	2018	
60	JG-0627	Toyota / 224	2016	2021	
61	JG-9090	Toyota / 224	2014	2019	
62	JG-0401	Toyota / 224	2016	2020	
63	JG-6060	Toyota / 224	2015	2019	
64	JG-2275	Toyota / 224	2016	2022	
65	JG-0787	Toyota / 224	2016	2022	
66	JG-0675	Toyota / 224	2018	2021	
67	JF-9610	Toyota / 224	2014	2018	
68	JF-9353	Toyota / 224	2013	2018	
69	JG-0635	Toyota / 224	2017	2021	
70	JG-0647	Toyota / 224	2016	2021	
71	JG-9312	Toyota / 224	2014	2020	
72	JG-5550	Toyota / 224	2015	2020	
73	JG-1919	Toyota / 224	2016	2022	
74	JG-6777	Toyota / 224	2016	2020	
75	JG-0419	Toyota / 224	2016	2020	
76	JG-0521	Toyota / 224	2018	2021	
77	JF-9787	Toyota / 224	2015	2018	
78	JG-0777	Toyota / 224	2016	2020	



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79	JG-0389	Toyota / 224	2015	2020	
80	JG-5799	Toyota / 224	2016	2020	
81	JG-1920	Toyota / 224	2014	2019	
82	JG-6661	Toyota / 224	2015	2018	
83	JG-2175	Toyota / 224	2016	2021	
84	JF-9901	Toyota / 224	2015	2018	
85	JG-8603	Toyota / 224	2017	2021	
86	JG-0555	Toyota / 224	2014	2019	
87	JG-0277	Toyota / 224	2014	2020	
88	JF-9927	Toyota / 224	2015	2018	
89	JG-6614	Toyota / 224	2017	2020	
90	JG-7407	Toyota / 224	2015	2018	
91	JG-0394	Toyota / 224	2016	2020	
92	JG-3514	Toyota / 224	2014	2020	
93	JG-0372	Toyota / 224	2015	2020	
94	JF-9243	Toyota / 224	2015	2018	
95	JG-0490	Toyota / 224	2017	2021	
96	JG-9050	Toyota / 224	2015	2021	
97	JG-5009	Toyota / 224	2016	2021	
98	JG-0716	Toyota / 224	2014	2021	
99	JG-6008	Toyota / 224	2014	2021	
100	JG-9500	Toyota / 224	2017	2021	
101	JG-7700	Toyota / 224	2015	2021	
102	JG-1500	Toyota / 224	2015	2023	
103	JG-0633	Toyota / 224	2017	2021	
104	JG-0465	Toyota / 224	2016	2020	
105	JG-3666	Toyota / 224	2015	2019	
106	JG-6566	Toyota / 224	2014	2020	
107	JG-0587	Toyota / 224	2017	2021	
108	JG-0808	Toyota / 224	2017	2022	
109	JG-0751	Toyota / 224	2017	2022	
110	JG-0585	Toyota / 224	2015	2021	
111	JG-1285	Toyota / 224	2017	2021	
112	JG-7773	Toyota / 224	2015	2018	
113	JG-5556	Toyota / 224	2016	2023	
114	JG-7776	Toyota / 224	2017	2021	
115	JG-9766	Toyota / 224	2015	2018	
116	JG-0675	Toyota / 224	2016	2021	
117	JG-0408	Toyota / 224	2016	2020	

25. That in the event of breakdown, Contractor shall make immediate arrangements for repairs/replacement, failing which a fine equal of one day charges per vehicle/day will be imposed. Moreover hiring charges of particular day shall also be deducted.

26. That if the vehicle cannot initially starts the Journey (not carrying the officials) due to disturbance in the city, the Contractor shall not be paid the hiring charges for the particular day only. Such amount shall be deducted from monthly bills of the Contractor.



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27. That in case the vehicles (carrying employees) cannot approach PQA and return back from minimum half way to Port due to disturbance or any other cogent reason, an amount to equal of 10 ltrs (Ten) PETROL will be paid to contractor for the particular day. However, hiring charges of that day will not be paid.

28. That while on duty, the vehicles will not be allowed to carry passengers other than those of PQA officers/staff. In the event of any breakdown either at the starting point enroute or at Port the contractor will responsible to provide replacement within his own resources within two hours, failing which damages will be charged by the Authority as it may deem fit.

29. That the instruction issued to Contractor shall immediately be attended to. Failure in carrying out such instructions shall make Contractor liable to a fine ranging from Rs.1500/- to Rs.3000/- on each occasion, depending on gravity of the issue and if Contractor fails to obey/carry out such instructions repeatedly, it shall be liable to a fine, which may extend upto Rs.3000/- for such repetition. Such fine shall be imposed by Director (Admin) on each occasion whose decision in this regard shall be binding on the Contractor.

30. That the Contractor will depute a responsible person to receive instructions from PQA, who should have full Authority for taking decision on behalf of the Contractor present on every working day in the Port Qasim area during office hours.

31. That none of the employees, workers or laboured employed by the Contractor shall be deemed in any way as the employees/workers/labours of the Authority. The Contractor or their representative shall follow honour and abide by all the labour laws including the Workman's Compensation Act, in determining the terms and conditions of service of their workers, labourers and employees.

32. That the Contractor shall always keep the Authority indemnified from all claims, demands, compensations and damages which may be claimed from the Authority by any person/persons or employees of the Contractor.

MODE OF PAYMENT

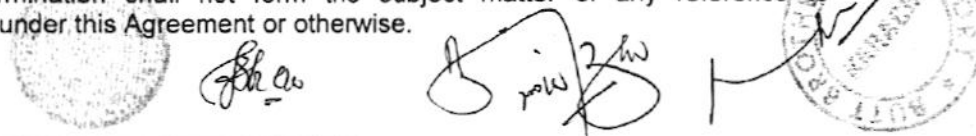
33. That the payment of hiring charges of the vans will be made on presentation of the monthly bill by the contractor on completion of every calendar month. The bill would be submitted by 5th of the following month. Income Tax shall be deducted as per prevalent rules.

34. That the PQA reserves the right at all times to terminate (before completion the tenure) this agreement/contract in writing without assigning any reason thereof by giving the Contractor 60 days notice of the intention to terminate this agreement. The Contractor can also give such notice of termination giving 60 days prior notice to the Authority (PQA).

35. That in event of such termination, the Contractor on or before the expiry of the aforesaid period of 60 days, shall cease to be the Contractor under this Agreement and shall be liable to removing themselves their employees & workers from the job assigned to them under this agreement, after obtaining due clearance from the Authority.

36. If the Contractor is continuously providing the services during the period of agreement and any dispute arises between PQA and Contractor, the 75% amount of the bills will be released and remaining will be paid after resolution of the dispute (if any).

37. That upon termination of this Agreement the Contractor shall be entitled to receive payments, if any under the terms and conditions of this Agreement for the job done upto the date of such termination, after deduction of liquidated damages, penalty, fine and claim, if any, as is stipulated in the Contract. In this respect decision of Authority shall be final and binding on the Contractor and such determination shall not form the subject matter of any reference to Arbitration under this Agreement or otherwise.

The bottom of the page features several handwritten signatures and official stamps. On the left, there is a circular stamp with some illegible text. Next to it is a signature that appears to be 'J. H. Q.'. To the right of that is another signature, possibly 'S. M. W.'. Further right is a large, stylized signature that looks like 'Z. H.'. On the far right, there is a circular official stamp with the text 'PORT QASIM' and 'SOUTH' visible, along with some handwritten marks.

38. That the Contractor shall continue to operate Vans at the existing rates and on the same terms and conditions until such time a new contract is awarded even after the expiry of this contract upto maximum 90 days failing which transport will be arranged by PQA on the risk and cost of the Contractor.

39. That notwithstanding anything contained to the contrary herein or in any of the documents mentioned herein above, it is agreed and understood that the Authority shall have the right to cancel and to revoke this agreement without assigning any reason thereof, in which event the Contractor shall have no claim for damages or compensation of any kind whatsoever against the Authority. The Contractor shall, however be entitled to receive actual amount on the rate of jobs done until the time of the abandonment under the contract from which the contract stipulates payment by the Authority to them.

40. That the contractor will ensure the drivers and the other staff employed by him are disciplined and law abiding nationals of Pakistan. He shall also ensure that vehicle drivers will not be changed frequently to the annoyance of user staff as new drivers are likely to be unfamiliar with the normal conduct, operation and route etc. to be followed.

41. That in case the Contractor is required by PQA to deploy his vehicles during any riots or disturbances agitation or public disturbances and as a result of such operation any vehicle of the contractor used for discharging its obligation is damaged or destroyed, the contractor shall not be entitled to be reimbursed/claimed by PQA for any loss.

42. That neither parties shall be liable for any failure or delay in performing their obligations due to any cause beyond reasonable control including without limitation fire, act of public enemy, war, rebellion, insurrection, fire accident, act of God, act of state or the judiciary.

43. That amongst any sum of money recoverable from the contractor due to any default under this agreement or otherwise PQA shall be entitled to deduct the said recoverable amount form any money due or to become due to PQA from the Security deposit of the contractor held by PQA or any bills payable to the contractor.

44. That all matters of dispute and differences arising out of this agreement between PQA and the contractor, the settlement of which is not otherwise, specifically provided in this agreement shall be referred to the Director General (Administration) PQA whose decision shall be final and binding on both the parties. The services under this agreement shall continue during the proceeding before the said Director General (Admin) and no payment due to or payable by PQA shall be withheld on account of the dispute. The venue of arbitration shall be Head office of PQA or any other place as the Director General (Admin) of PQA at his discretion may determine.

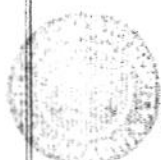
45. That in case of delay en-route due to any defects, discrepancy etc, causing inconvenience to employees, a penalty will imposed as follows:

- | | | |
|----|-----------------------------------|----------------------------|
| a. | Late arrival from 05 to 30 minute | Rs.800/- per day/vehicle |
| b. | Late arrival after 30 minutes | Rs.1000/- per day/vehicle. |

46. That the vehicle will be deployed on the routes given by the Authority. Routes assigned may be changed as and when required, depending upon the requirement of the Authority. The up/down distance of the route may vary but shall cover, upto 200 KMs both ways. Balance of mileage may be utilized at the Port area, if required on the discretion of the Authority.

47. **PENALTY / DEDUCTION CLAUSES:**

- (i) The Contractor to start providing the services from the date communicated by Port Qasim Authority, failing which penalty @ 2% per day of total quoted value but not exceeding 20% of the total quoted value for one month be imposed. However, in case of



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urgent requirement vehicle will be provided to Port Qasim Authority as per requirement and satisfaction within 24 hrs notice period on the same rates quoted by the Contractor.

- (ii) If the Contractor or his nominated driver fails to pick / drop one or more commuter(s), Rs.1,000/- per person will be deducted upto a maximum of Rs.5,000/-.
- (iii) In case of occurrence of any of the following incidents / problem penalty will be imposed to the Contractor @ Rs.2,000 / day for each of the following.

S#	Description
(a)	Unsatisfactory general running condition of vehicle.
(b)	Rash / negligent driving / misconduct by driver.
(c)	Change of driver of the vehicle without prior information.
(d)	Unsatisfactory personal hygiene / cleanliness of driver.
(e)	Replacement of vehicle without prior approval / inspection of Port Qasim Authority.
(f)	Maximum speed limit violation. Maximum speed limits 80 km/hour on highway. 40 km/hour within Port Qasim premises or otherwise as per traffic rules.
(g)	Unauthorized deviation from specified route.
(h)	Non-compliance to safety instructions.
(i)	Wearing of improper dress by the driver.
(j)	Refueling of vehicles enroute, while Port Qasim employees are traveling.
(k)	Non-compliance to any contractual obligation mentioned in the contract
(l)	Un-authorized person found traveling in PQA's hired transport.

48. The Contractor will ensure that un-authorized persons are not allowed to enter / travel in the vehicles detailed for Pick / drop of Port Qasim Authority employees. Penalty will be applicable as per Para-47 (iii) (l) above per each un-authorized individual.

49. Port Qasim Authority reserves the right to recover from the Contractor the cost incurred due to any default by the Contractor incase that cost is higher than the penalties mentioned above. Port Qasim Authority decision in this regard will be final and conclusive.

50. If complaint not rectified within 04 days, no trip will be counted till the date rectification is carried out.

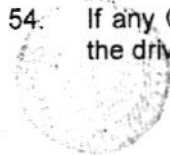
51. Driver and vehicle shall not be changed without prior permission of the Port Qasim Authority at least 03 days notice shall be given by The Contractor except in case of vehicle breakdown.

52. The Contractor to ensure conducting periodic interviews of all his drivers by the Port Qasim Authority's authorized representative. Induction / continuation of services by the driver is subject to acceptance by the Port Qasim Authority.

53. Driver should have valid driving license (HTV) and other relevant documents or as applicable and should be submitted to Transport office of Port Qasim Authority within 07 days of contract signing Personal hygiene of drivers must be good i.e. haircut / dress etc. Drivers must wear decent / clean clothes and be able to converse in Urdu or English. The following types of drivers will not be acceptable to Port Qasim Authority.

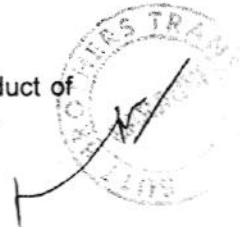
- a. Sick and addicts
- b. Medically unfit person
- c. Bad character or criminals

54. If any Complaint received from PQA about misbehavior or misconduct of the driver, the Contractor is bound to replace the driver immediately.




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55. That the Contractor under no circumstance will sublet this contract or any part thereof to any other person in any form or manner whatsoever.
56. That vehicles provided by the contractor should be as power make/model and registration specified in Tender documents and should be in good running condition.
57. The PQA can change / amend extend any route according to its requirement whenever deemed necessary.
58. The Contractor may not refuse deploying the vehicles in any area of the city notwithstanding the area is critical Korangi, Landhi, Orangi, New Karachi, Liaquatabad, Paposh, Muhajir Camp, Agra Taj, Bihar Colony, Malir and Khokhrapar etc.
59. The Contractor shall not hire the vehicles / coaches owned by the employees of Port Qasim Authority.
60. In case of curfew, disturbance or any holiday declared by the Government or strike by the Port Qasim Authority staff by virtue of which the deploying of the vehicle become impossible for which PQA will have sole discretion to decide whether to deduct any amount for such day / days except intimation in writing of the contractor well in advance to suspend deployment of transport for any issue.
61. The vehicles without permit of "Contract Carriage" will not be accepted.
62. Port Qasim Authority may deduct the amount due to the Contractor, not exceeding 20% of total contract value for any delay/late arrival (1% per day), poor service, non-compliance to contractual obligation or any other fault. If the faults are of minor nature & have not caused loss or damage to Port Qasim Authority's property, the fault should be rectified at the earliest to the satisfaction of Port Qasim Authority. Further if any of the above stated acts fault of the contractor caused loss or damage to Port Qasim Authority or its properties, Port Qasim Authority shall recover the actual amount of loss or damages so caused on the cost of replacing the damaged items. Port Qasim Authority's decision in this regard shall be conclusive and binding upon the Contractor.
65. If in the opinion of Port Qasim Authority, the job is being delayed as per agreed planned / target dates by the Contractor, the PQA reserve the rights to assist the contractor by providing additional resource at the risk & cost of the Contractor. The decision of Port Qasim Authority in this regard will be final & conclusive.
66. CNG Vehicles will not be acceptable.


Contractor


Manager (Transport)



LIST OF BUYERS

1. M/s Al Hadi & Co.
2. M/s Shani Travels
3. M/s United Transport Services
4. M/s Airport Limousine Service (Pvt) Ltd.
5. M/s Banaras Petroleum Services
6. M/s Butt Brothers Transport
7. M/s Shahid Transport
8. M/s Shah Zaman Motors


Manager (Transport)
Port Qasim Authority

FORM OF BID (Technical Proposal)

The Port Qasim Authority,
Bin Qasim,
Karachi-75020.

1. The following information's/papers/documents are submitted as evidence duly attested along with the tender documents:

Mandatory requirement

- a. Registration of Income Tax, SRB & (SECP for companies only).
- b. Audited Financial Statement for last three (03) years.
- c. Vehicles (owned or borrowed) deployed at PQA should be 2018 model & above / date of registration 2018 & above.

SELECTION / QUALIFICATION CRITERIA / TECHNICAL PROPOSALS HIRE TRANSPORT 14/15 SEATER AIR CONDITIONED VANS

SR.	DETAIL	MAX POINTS
1.	Ownership of the vehicle in the name of company / Board of Director / proprietor. i. 30 points for equals to or more than 30 vehicles ii. 20 points for equals to or more than 15 vehicles. iii. 10 points for equals to or more than 10 vehicles. iv. 0 point for less than 10 vehicles.	30
2.	EXPERIENCE: i. 20 points for more than 15 years ii. 15 points for 10 years iii. 10 points for 05 years iv. 0 point for less than 05 years	20
3.	Financial Soundness Last three (03) years Audited Financial Statement - 2020 to 2022 Average last 03 years Gross Revenue: 800 Million & above (15 Points) 700 to 799.99 Million (10 Points) 500 to 699.99 Million (05 Points) Average last 03 years Working Capital: 250 Million & above (10 Points) 150 to 249.99 Million (07 Points) 100 to 149.99 Million (05 Points) Less than 100 Million (0 Point)	25
4.	MODEL /DATE OF REGISTRATION: 20 points for 2018 model / date of registration 2018 & above	20
5.	VEHICLES CERTIFICATE: i. 2.5 points for Fitness (All vehicles) ii. 2.5 points for Route Permit (All vehicles)	05
TOTAL MARKS		100

1. Note: Atleast **70%** marks required for qualification.
2. Inspection of vehicles is compulsory before Financial Opening of Bids of technically qualified firms.