

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 for hiring of four (04) Non A/C 50 seater and above Buses for School going children.
- TENDER NUMBER PQA/ADMIN/TPT/BUS/2024
- BRIEF DESCRIPTION OF CONTRACT Hiring of four (04) 50 seater and above Non-AC Buses for School going children.
- TENDER VALUE Pak Rs.93,600,000/- (for three years) @ Pak Rs.25,000 per vehicle per day (with SST) However, the payment is to be made on actual deployment of buses.
- ENGINEER'S ESTIMATE (N/A)
(for civil Works only)
- ESTIMATED COMPLETION PERIOD 21st Aug 2027
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? No Yes / No
- ADVERTISEMENT :
- (i) PPRA Website Yes (20-02-2024 TS532882E) Yes / No
(Federal Agencies) (If yes give date and PPRA's tender number)
- (ii) News Papers: Yes (Daily dawn and Daily Nai Baat (Karachi) dt. 22-02-2024)
Yes / No
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) 08-03-2024 at 1130 hrs
- NATURE OF PURCHASE (Local) Local / International
- EXTENSION IN DUE DATE (If any) No Yes / No


MIRZA AZHAR IQBAL
Manager Transport
Port Qasim Authority, Karachi

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- NUMBER OF TENDER DOCUMENTS SOLD Four (04)
(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 Four (04)
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER (Yes) Yes / No
- WHETHER INTEGRITY PACT WAS SIGNED (No) Yes / No



MIRZA AZHAR IQBAL
Manager Transport
Port Qasim Authority, Karachi

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 Four (04)

➤ NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Butt Brothers
Transport, C-16, Sector 18-A, Quetta Town, Co-operative Housing Society,
Karachi.

➤ RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID). 1st M/s. Butt Brothers Transport,
2nd M/s. Usman Transport Service.

➤ 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)


MINZA AZHAR IQBAL
Manager Transport
Port Qasim Authority, Karachi

- 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 21-08-2024
(Attach a copy of agreement)
- CONTRACT AWARD PRICE 93,600,000/- (for three years) @ Pak Rs.25,000 per vehicle per day (with SST) However, the payment is to be made on actual deployment of buses.
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS _____ (Yes) _____ Yes / No
(Attach copy of the bid evaluation report)
- ANY COMPLAINTS RECEIVED _____ (No) _____ Yes / No
(If yes result thereof)

- 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]


MIRZA AZHAR IQBAL
Manager Transport
Port Qasim Authority, Karachi

LIST OF BUYERS

1. M/s. Butt Brothers Transport
2. M/s. Usman Transport Service
3. M/s. Al Hadi & Co.
4. M/s. Altaf & Irfan Bus Service.



MIRZA AZHAR IQBAL
Manager Transport
Port Qasim Authority, Karachi

EVALUATION REPORT

(As Per Rule 35 of PP Rules, 2004)

1. Name of Procuring Agency	PORT QASIM AUTHORITY
2. Method of Procurement	OPEN COMPETITIVE BIDDING
3. Title of Procurement	HIRING OF 04 BUSES 50 SEATER AND ABOVE FOR SCHOOL GOING CHILDREN OF PQA EMPLOYEES FOR PERIOD OF THREE (03) YEARS PQA/Admin/TPT/Bus/24
4. Tender Inquiry No	TS532882E
5. PPRA Ref. No. (TSE)	ON 08-03-2024 AT 11:00 HRS
6. Date & Time of Bid Closing	ON 08-03-2024 AT 11:30 HRS
7. Date & Time of Bid Opening	TWO (02)
8. No of Bids Received	LOWEST EVALUATED BIDDER
9. Criteria for Bid Evaluation	AS MENTIONED BELOW
10. Details of Bid(s) Evaluation	

Name of Bidder	Marks		Evaluated Cost	Rule/Regulation/SBD*/Policy Basis for Rejection/Acceptance as per Rules35of PP Rules, 2004.
	Tech (If applicable)	Financial (If applicable)		
M/s Butt Brothers Transport	--	--	Rs.25000/- Per day per Bus	1 st Lowest
M/s Usman Transport Service	--	--	Rs.26000/- Per day per Bus	2 nd Lowest
(Add columns if Required)				

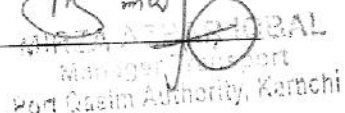
Lowest Evaluated Bidder **M/S Butt Brothers Transport.**

11. Any other additional / supporting information, the procuring agency may like to share.

Signature: _____
Admin Department

Signature: _____
Secretary PQA

Official Stamp _____


MANAGER
Port Qasim Authority, Karachi

PPRA Fax: 051-9224823
051-9219149

*Standard Bidding Documents (SBD).

FORM OF BID (Technical Proposal)

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

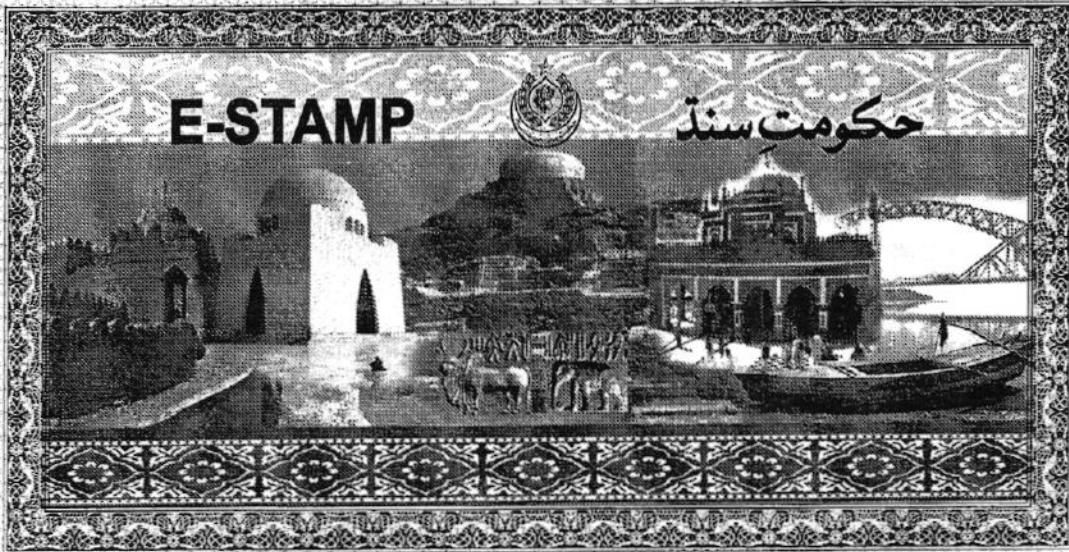
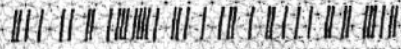
1. The following information's/papers/documents are submitted as evidence duly attested along with the tender documents:

Mandatory requirement

- a. Registration of Income Tax, SRB, registered with PPRA on E-PADS & (SECP for companies only).
- b. Audited Financial Statement for last three (03) years.
- c. Vehicles (owned or borrowed) deployed at PQA should be 2019 model & above
- d. Valid route permits & Fitness Certificates of the vehicles

SELECTION / QUALIFICATION CRITERIA / TECHNICAL PROPOSALS FOR HIRED TRANSPORT 50 SEATER AND ABOVE NON AC BUSES.

SR.	DETAIL	MAX MARKS
1.	<p><u>MODEL (MARK 20)</u></p> <p>i. 5 Marks for each Vehicle of 2023 Model ii. 4 Marks for each vehicle of 2022 Model iii. 3 Marks for each vehicle of 2021 Model iv. 2 Marks for each vehicle of 2020 Model v. 1 Mark for each vehicle of 2019 Model</p>	20
2.	<p><u>EXPERIENCE:</u></p> <p>i. 30 Marks for more than 15 years ii. 25 Marks for 10 years iii. 20 Marks for 05 years iv. 0 Marks for less than 05 years</p>	30
3.	<p><u>Financial Soundness</u> Last three (03) years Audited Financial Statement</p> <p><u>Average last 03 years Gross Revenue:</u> Minimum 20 Million & above (5 Marks) For every additional 02 million (01 Mark) Maximum upto 10 Marks)</p> <p><u>Average last 03 years Working Capital:</u> Minimum 02 Million & above (05 Marks) For every additional 02 million (01 Mark) Maximum upto 10 Marks)</p>	20
4.	<p><u>Physical Inspection (Marks 15)</u></p> <p>same color vehicles 01 mark for each vehicle (1 x 4 = 4 Marks) same color vehicles 01 mark for each vehicle (1 x 3 = 3 Marks) same color vehicles 01 mark for each vehicle (1 x 2 = 2 Marks) (All Vehicles of different color = total 1 Mark) General Condition of vehicles 11 Marks</p>	15



SND-0320-271195114052

GoS-KHI-E131B12E9A1C33AE

Non-Judicial

Rs 360,360/-

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	: 28-Jun-2024, 11:51:21 AM
Paid Through Challan	: 2024B9150BCBAD18
Amount in Words	: Three Lac Sixty Thousand Three Hundred and Sixty Rupees Only

PQA SECRETARIAT
REG. NO. 2382
DATED: 22-08-2024



Please Write Below This Line

CONTRACT FOR TRANSPORTATION SERVICES FOR SCHOOL GOING CHILDREN OF PQA EMPLOYEES

1. This Contract is made at Karachi on this day of 21st August 2024 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 04 x (minimum 50 seater) alongwith drivers, conductor fuel & lubricants, repair & maintenance etc, to pick/drop the Authority's employees and School going children of PQA employees from the PQA Housing Complex to Gulshan e Hadeed, and back, at a fixed daily rate per vehicle for a period of Three (03) years with effect from 22nd August, 2024 to 21st August, 2027.

3. Whereas, the Transport Contractor has offered to provide aforesaid services to the Authority @ Rs. 25000/- 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/Bus/24 dated 29th May, 2024.
- 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 22-02-2024, PPRA & PQA website dated. 20-02-2024, 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/Bus/24 dated. 29th May, 2024.
 - d. The performance Bond / Bank guarantee No. SME/618/2024/0761 dt. 06.08.24
 - 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 [Signature]

Name Kamran Iqbal

CNIC No. 42201-3814180-5

Add SU-5 A.E. Hou. IV. Karachi



On or behalf of PQA

Secretary

Signature [Signature]

Secretary
Port Quoin Authority
Karachi

Witness

1. Signature [Signature]

Name M. Shahid Khan

CNIC No. 421010825427-1

Add P/328/12 F.B. Area

2. Signature _____

Name _____

CNIC No _____

Add _____

Witness

1. [Signature]

2. _____

TERMS & CONDITIONS OF THE CONTRAC

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 equal to 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 hires the Buses 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 plying Buses on the rates and the conditions as under:-

a. **50 Seater & Above Non Ac Buses 2019 Model & Above.**

One Trip up and down daily from PQA Housing complex to Gulshan-e-hadeed and back @ 25000/-per vehicle/day.

Rs.25,000/- per vehicle per day distance of the route may vary but shall cover upto 60 km (Pick & Drop).

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

Buses - difference in fuel price x 30 Liters HSD per day per vehicle.

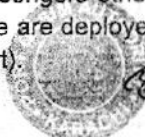
6. That in the event of an accident, the entire responsibility for payment of compensation for damages or injury or death will be that of the Contractor and also in case of injury or death of any Child or employees traveling in such vehicle the Contractor shall pay Compensation for the same to legal heirs of such Child/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.

7. That in the event of an accident owing to the negligence of the Contractor or driver of the Bus or of any of his employee, the Authority reserves the right to recover all those expenses incurred on the treatment of the injured Child/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.

8. That at the time of submission/opening of Technical bid the fuel (HSD) Price is Rs. 287.33 per liter, which will be considered as final for calculation of deference of fuel.

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

10. 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 employee's school going children for whom these are deployed and those who are duly authorized by Manager (Transport)/DM (Transport).



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11. That in the event of failure of a vehicle, the 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).

12. For replacing any of the approved Bus 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).

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

14. 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.

15. That the authorized officers of the Authority shall carry out physical inspection of all Buses 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).

16. That the 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 SCHOOL DUTY" at his own expenses.

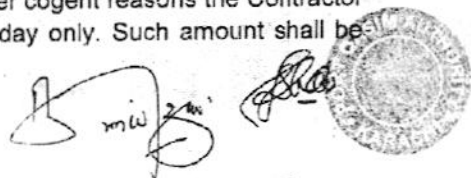
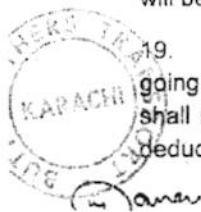
17. As approved by the Transport Committee, the Contractor will ensure to deploy following registration number Buses (50 seaters & above).

(50 Seater and Above non air conditioned Buses)

S. No.	Make / Model	Registration Number
1.	ISUZU - 2021	JC-7779
2.	HINO - 2020	JC-1012
3.	HINO - 2020	JC-1011
4.	ISUZU - 2020	JC-1010

18. 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.

19. That if the vehicle cannot initially starts the Journey (not carrying the school going children) due to disturbance in the city or any other cogent reasons 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.



20. That while on duty, the vehicles will not be allowed to carry passengers other than those of PQA employee's school going children. 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.

21. 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.2500/- to Rs.3500/- on each occasion, depending on gravity of the issue and if Contractor fails to obey/carry out such instructions repeatedly, if shall be liable to a fine, which may extend upto Rs.5000/- 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.

22. 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.

23. 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.

24. 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

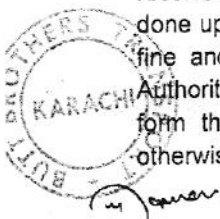
25. That the payment of hiring charges of the Buses will be made on presentation of the monthly bill by the contractor on completion of every calendar month. The bill would be submitted by 5th of the following month. Income Tax shall be deducted as per prevalent rule.

26. 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).

27. 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.

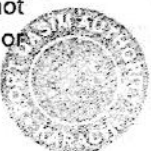
28. If the Contractor is continuously providing the services during the period of agreement and any dispute arises between PQA and Contractor, the 75% amount of the bills will be released and remaining will be paid after resolution of the dispute (if any).

29. 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.



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A handwritten signature in black ink.



30. That the Contractor shall continue to operate Buses 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.

31. 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.

32. That the contractor will ensure the drivers and the other staff employed by him is 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.

33. 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.

34. 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.

35. 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.

36. 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.

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

- | | | |
|----|-----------------------------------|----------------------------|
| a. | Late arrival from 10 to 30 minute | Rs.1000/- per day/vehicle |
| b. | Late arrival after 30 minutes | Rs.1500/- per day/vehicle. |

38. **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 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.



[Handwritten signature]

[Handwritten signature]

- (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 and conductor.
(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 school going children are traveling.
(k)	Non-compliance to any contractual obligation mentioned in the contract
(L)	Un-authorized person found traveling in PQA's hired transport.

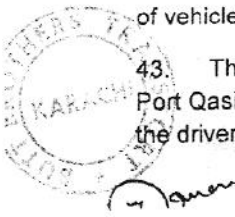
39. The Contractor will ensure that un-authorized persons are not allowed to enter / travel in the vehicles detailed for Pick / drop of school going Children. Penalty will be applicable as per Para-43 (iii) (L) above per each unauthorized individual.

40. 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.

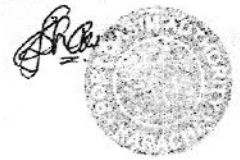
41. If complaint not rectified within 04 days no trip will be counted till the date rectification is carried out.

42. 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.

43. 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.



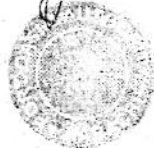
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44. Driver should have valid driving license (HTV) and other relevant documents or as applicable and should be submitted to Transport section of Port Qasim Authority within 07 days of contract signing. Personal hygiene of drivers must be good i.e. 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
45. If any Complaint received from PQA about misbehavior or misconduct of the driver and conductor, the Contractor is bound to replace the driver and conductor immediately.
46. That the Contractor under no circumstance will sublet this contract or any part thereof to any other person in any form or manner whatsoever.
47. 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.
48. The PQA can change / amend extend any route according to its requirement whenever deemed necessary.
49. The Contractor shall not hire the vehicles / Buses owned by the employees of Port Qasim Authority.
50. 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.
51. The vehicles without permit of "Contract Carriage" will not be accepted.
52. 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.
53. 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.
54. CNG Vehicles will not be acceptable



[Signature]
Contractor



[Signature]
Manager (Transport)