

BIDDING DOCUMENTS

**PROVISION OF TRANSPORTATION SERVICES TO
PROVINCIAL DISASTER MANAGEMENT AUTHORITY
KHYBER PAKHTUNKHWA**

OPEN COMPETITIVE BIDDING THROUGH EPADS



INVITATION FOR BIDS FOR PROVISION OF TRANSPORTATION SERVICES FOR PDMA KHYBER PAKHTUNKHWA THROUGH EPADS

1. Relief, Rehabilitation & Settlement Department /Director General, Provincial Disaster Management Authority (PDMA) Peshawar invites sealed bids under National Competitive Bidding from eligible Transport companies, Goods carriers and Logistic suppliers for dispatch of various goods & for other services in relief operations in the province on need basis in the event of any disaster/emergency for a period of one year extendable for another year commencing from signing of contract with the successful Bidder.
2. Detailed mandatory eligibility criteria have been mentioned in bid solicitation documents.
3. Bidding shall be conducted through **Single Stage–Single Envelope** Bidding Procedure comprising a single package containing technical, functional details as per KPPRA Rules-2014.
4. Bid Solicitation Documents can be download from the official website of EPADS www.kp.eprocure.gov.pk , KPPRA official website www.kppra.gov.pk, PDMA website www.pdma.gov.pk and from the official website of Relief Department <https://reliefdepartment.kp.gov.pk/>
5. The nature of contract shall be framework agreement as per Rule 31-A of KPPRA Rules ibid wherein the rates at **Schedule-A** in the bidding documents shall be finalized and the bidders shall transport the same as and when needed by the PDMA Authorities over the contract period.
6. Bidder shall submit/upload their bids through EPADS on or before **01st September, 2026 at 1500 Hrs**. The received bids shall be opened on the same day in the presence of bidders who choose to attend **at 1530 Hrs** in the conference room of RR&S Department.
7. A pre-bid meeting with interested bidders who choose to attend shall be held **on 19th August, 2026 at 1200 Hrs** in the conference room of RR&S Department
8. A bidder can apply to a single category / Lot or to the whole as per their discretion and expertise.
9. The bid must be accompanied with a Bid Security of Rupees Eight Hundred Thousand **(Rs.800,000/- per Category/ Lot)** in the shape of Call Deposit Receipt (CDR) in favour of Director General, Provincial Disaster Management Authority.
10. Bidders are required to offer most competitive lowest rates inclusive of all the taxes, as negotiations on quoted rates are not allowed under the rules.
11. The Procuring entity reserves the right to reject any or all the bids as per provisions contained in Rule 47 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.

**Relief Rehabilitation & Settlement Department Khyber Pakhtunkhwa Civil
Secretariat, Peshawar**

Instructions to Bidders

A. General

IB.1 Scope of Bid

The Procuring Entity as defined in the Bidding Data (hereinafter called 'the Procuring Entity') intends to receive Bids for the transport services summarized in Bidding Data (hereinafter called 'the services').

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

IB.2 Eligible Bidders

Bidding is open to all firms and persons who fulfill the conditions given in the Invitation for Bids and Bidding Documents.

IB.3 Cost of Bidding

The bidder shall bear all costs associated with preparation and submission of its bid.

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

In addition to invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum/corrigendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedule A to Bid
3. Conditions of Contract & Contract Data
4. Standard Form of Contract Agreement

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) with regard to Bidding Documents may notify the Procuring Entity at the Procuring Entity's address indicated in the Bidding Data.

- 5.2 A procuring entity may ask bidder for clarification of the bid to assist in the evaluation. To avoid delays, the procuring entity may hold a pre-bid conference with the prospective bidders at least five working days before the last day for submission of bids if the procurement is of complex nature and high value.

IB.6 Amendment of Bidding Documents

- 6.1 At any time prior to the deadlines for submission of Bids, the Procuring Entity may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum/Corrigendum.
- 6.2 Any addendum/Corrigendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be uploaded on official website of PDMA. Bidders shall acknowledge receipt of each addendum in writing to Procuring Entity.
- 6.3 To afford bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

As per rule-4 of the KPPRA rules 2014, All documentation related to public procurements of entities shall be in English.

IB.8 Documents Comprising the Bid

The bid prepared by the bidder shall comprise the following components:

- (a) Covering Letter
- (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.13.3.
- (c) Bid Security furnished in accordance with Clause IB.12.
- (d) Documentary evidence in accordance with Clause IB.11

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before bidding as to the correctness and sufficiency of his Bid and of the rates entered in the Schedule.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a

Contract for execution of the services.

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall quote the rates of transportation for each destination given in the Schedule A to Bid.
- 10.2 The unit rates and prices in the Schedule of Rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

IB.12 Bid Security

- 12.1 Each bidder shall furnish, as part of his bid, a Bid Security amounting to RS.800,000/- (Eight Hundred thousand only) in the form of Deposit at Call or as prescribed in KPPRA rules a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of DG PDMA valid for a period up to thirty (30) days beyond the bid validity date. The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid. Separate bid security shall be submitted for each LOT mentioned in Schedule-A to bid.
- 12.2 Any bid not accompanied by an acceptable Bid Security shall be considered by the Procuring Entity as non-responsive.
- 12.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid whichever is earlier.
- 12.4 The bid security of successful bidder will be retained with the Procuring Entity till submission of performance guarantee.
- 12.5 The Bid Security may be forfeited:
 - (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) in the case of a successful bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.20, or

- (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.19.2&19.3.

IB.13 Validity of Bids, Format, Signing and Submission of Bid

- 13.1 Bids shall remain valid for the period of One Year (365 days) after the date of signing of contract agreement.
- 13.2 Schedule to Bid is to be properly completed in its entirety and signed.
- 13.3 The bidders shall upload clear scan copies of all documents on EPADS. Dull, non-readable documents will lead to cancellation of the bid. No alteration in the printed scanned documents will be accepted. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 13.4 Bidders shall submit all required documents on EPADS, No hard copies will be accepted by the procuring entity.
- 13.5 All pages of the bid shall be initialed and official sealed be affixed by the person or persons signing the bid and the person who is signing must be the original owner or the authorized signatory. In case of authorized signatory proper proof on judicial stamp paper be attached from the owner towards such authorization.
- 13.6 The original bid security shall be delivered in person, or through courier service or sent by registered mail, at the address to Procuring Entity as given in Bidding Data on or before the scheduled time. Non submission of bid security will lead towards disqualification of the bidder.

D. SUBMISSION OF BID

IB.14 Deadline for Submission, Modification & Withdrawal of Bids

- 14.1 Bidder shall submit/upload their bids through EPADS on or before 01st September, 2026 at 1500 Hrs and the same shall be opened on the same day at 1530 Hrs in the conference room of RR&S Department in the presence of bidders who chooses to attend.
- 14.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 14.3 Any bid received by the Procuring Entity (in hard form) will be returned unopened to such bidder.
- 14.4 Any bidder may withdraw his bid after bid submission provided that a written notice of withdrawal is received by the Procuring Entity and uploaded on EPADS prior to the deadline for submission of bids.
- 14.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.12.5 (a).

E. BID OPENING AND EVALUATION

IB.15 Bid Opening, Clarification and Evaluation

- 15.1 The Procuring Entity will open/download the uploaded bids from EPADS in the presence of bidders' or their representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 15.2 The bidder's name, Bid Prices, the presence or absence of Bid Security, and such other details as the Procuring Entity at its discretion may consider appropriate, will be announced by the Procuring Entity while opening the bid. The Procuring Entity will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
- 15.3 To assist in the examination, evaluation and comparison of Bids the Procuring Entity may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 15.4 Prior to the detailed evaluation, the Procuring Entity will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents. It will include determining the requirements listed in Bidding Data.
- 15.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 15.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by the Procurement Committee as per their discretion, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

IB.16 Process to be Confidential

- 16.1 Procuring entities shall announce the results of technical bid evaluation in the form of a report. And it shall also announce the final results of a bid evaluation giving justification for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on EPADS/ KPPRA, website.
- 16.2 Any effort by a bidder to influence Procuring Entity in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than ten (10) days after the announcement of the bid evaluation result, however, mere

fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.17. Post Qualification

- 17.1 The Procuring Entity, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the bidder to provide information concerning their professional, technical, financial, legal or managerial competence:

Provided that such qualification shall only be laid down after recording reasons therefor in writing. It shall form part of the records of that bid evaluation report.

- 17.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

IB.18 Award Criteria & Procuring Entity's Right

- 18.1 Subject to Sub-Clause IB.18.2, **the Procuring Entity will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price,** provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.17.
- 18.2 Notwithstanding Sub-Clause IB.18.1, the Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Entity's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.19 Notification of Award & Signing of Contract Agreement

- 19.1 Prior to expiration of the period of bid validity prescribed by the Procuring Entity, the Procuring Entity will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 19.2 Within seven (7) days from the date of furnishing of acceptance, Performance Security under the Conditions of Contract, the Procuring Entity will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 19.3 The formal Agreement between the Procuring Entity and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract

Agreement by the successful bidder from the Procuring Entity.

IB.20 Performance Security

- 20.1 The Bidder shall submit a performance security in shape of irrevocable bank guarantee @ of Rs. 1.50 (M) per Lot for the period of contract agreement.

BIDDING DATA

Instructions to Bidders

Clause Reference

1.1 **Name of Procuring Entity**

RR&S Department - Director General, Provincial Disaster Management Authority

Brief Description of Works

Provision of transportation services in relief operations in the province on need basis in the event of any disaster or emergency and others from and to the destinations mentioned in the Schedule A appended to bidding documents.

5.1 **Procuring Entity's address:**

RR&S Department Civil Secretariate Peshawar / PDMA, Sector B-2, Phase V, Hayatabad Peshawar, Phone No.9211854-9213867, 091-9212058 Fax No.9214025

10.2 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 **Bid Evaluation Criteria**

MANDATORY CRITERIA

- a) Bid Security amounting to Rs 800,000/- (CDR) in favour of Director General, Provincial Disaster Management Authority. Separate bid security shall be submitted for each Lot.
- b) Legal status along with proof of being a Taxpayer.
- c) Appearance on Active Taxpayer List (ATL), of FBR. As Payment will be linked with the active Taxpayer status as per FBR Database.
- d) Proof of registration with Khyber Pakhtunkhwa Revenue Authority (KPRA) in the category of transportation/carriage contractor.
- e) Valid Professional tax certificate of the firm.
- f) Proof of relevant experience (Minimum three work orders issued by government/semi-government agencies or other reputable organization for transportation services only duly verified. Irrelevant and not verified work order shall not be considered).
- g) Affidavit on judicial **stamp** paper stating that the firm is not blacklist by any government/semi government authority.
- h) Affidavit on judicial stamp paper stating that all the documents submitted in the bid are correct and genuine.
- i) Affidavit on judicial stamp paper stating that the firm shall provide vehicles registered with excise & taxation department, road worthy, mechanically fit and not involved in any litigation / security case.
- j) Audited financial statements/audit reports for the last three years i.e 2022-2023, 2023-2024 and 2024-2025, reflecting annual revenue exceeding Rs. 70 million in each year. The audit must have been conducted by a Chartered Accountant firm appearing on the satisfactory Quality Control Review (QCR) rating list of the Institute of Chartered Accountants of Pakistan (ICAP).
- k) Bank account maintenance certificate.
- l) Tax returns of the firm for the last three years duly submitted to the Federal Board of Revenue (FBR).
- m) The tender documents uploaded which are unsigned, unstamped, not visible, corrected, tempered, over written will be considered non-responsive and will be rejected.

12.1 Amount of Bid Security

Rs.800,000/- (Rupees Eight Hundred Thousand only) separate for each Lot.

13.1 Period of Bid Validity

One Year (365) Days (extendable) on mutual consent

13.4 Number of Copies of the Bid to be submitted

To be uploaded on EPADS

13.6 Procuring Entity's Address for the Purpose of Bid Submission

Relief Rehabilitation & Settlement Department Civil Secretariat Peshawar

14.1 Deadline for Submission of Bids

01st September 2026 at 1500 Hrs.

15.1 Venue, Time, and Date of Bid Opening

Venue: Relief Rehabilitation & Settlement Department Civil Secretariat

Time: 1530

Date: 01st September, 2026

15.4 Responsiveness of Bids

- (i) The Bid is valid till required period as per rules,
- (ii) The Bid prices are firm during currency of contract
- (iii) The Bidder is eligible to Bid and possesses the requisite capability and qualification.

FORM OF BID
(LETTER OF OFFER)

To:

The Additional Secretary (chairman),
RR&S Department

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Schedule A and Addendum/Corrigendum Nos. _____ for provision of transportation services , we, the undersigned, being a company doing business _____ under the name of _____ and address _____ and being duly incorporated under the laws of Pakistan hereby offer to provide the services in conformity with the said Documents including Addendum/Corrigendum thereto.
2. We understand that the Schedule attached hereto forms part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security amount of Rupees eight hundred thousand (Rs 800,000) per Lot in favor of DG PDMA, valid for a period of one Year (if contract not extended) beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to provide transport services to deliver the relief goods as comprised in the contract at short notice at any place mentioned in Scheduled A during disaster/emergency situations without making payment in advance.
5. We agree to abide by this Bid for the period One Year (365) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion or arrangement with any other person or persons making a bid for the services.

Dated this _____ day of _____, 2026

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____ NIC No. _____

Address: _____

PREAMBLE TO SCHEDULE- A

- 1) The Schedule of Prices shall be read in conjunction with the Conditions of Contract and Contract Data.
- 2) The rates and amounts entered in the Schedule shall be the rates at which the contractor shall be paid after deducting all applicable taxes.
- 3) The rate shall be entered against each item in Schedule A.
- 4) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- 5) The destinations are divided into three zones geographically for transportation category. Bidders shall rates for each zone. The origin of dispatch is HRF/PDMA Warehouse located at Jalozei Cherat Road District Nowshera.
- 6) For transportation of Goods, the distance mentioned in the Schedule-A is calculated from PDMA Warehouse to District Headquarter/DC Office. The Vehicles, if travel beyond the district headquarters will be paid on the basis of agreed per kilometer rate. The extra mileage claim by the transporter will be verified by the district authorities through a committee nominated by the Procurement Committee.
- 7) Passenger transport shall be provided as and when required in any district. The distance to be calculated from the point of origin to destination in any district. In case the return to origin is needed, the distance travelled will be considered. (provide separate rates for Van, Hiace, Suzuki, Bus, coster etc)
- 8) Water Browsers shall be provided as and when required in any district. The distance to be calculated from the point of origin to destination of that district. No additional cost except rent shall be paid. Water source will be determined by the Procuring entity and its charges will be paid by it accordingly.
- 9) The necessary repair and periodic maintenance of rental official vehicles shall be responsibility of the firm. The procuring entity will only provide fuel and pay toll taxes (if any).
- 10) Per kilometer rates will be valid for the contract period. However, if the fuel prices increased or decreased by 30% then the agreed rate may be reviewed proportionally by the Procurement committee after proper deliberation.

SCHEDULE A TO BID

TRANSPORTATION CHARGES ON THE BASIS OF PER KILOMETER TO VARIOUS DISTRICTS/DESTINATIONS AND MONTHLY RENT

LOT-1 (Transportation of Goods)

Zone	Per Kilometer Rate for 04 Wheeler Mini truck (inclusive of taxes, loading/ unloading)	Per Kilometer Rate for 06 Wheeler truck (inclusive of taxes, loading/ unloading)	Per Kilometer Rate for 10 Wheeler truck (inclusive of taxes, loading/ unloading)
Zone 1	Existing Fuel (Petrol/Diesel) Rate:- _____ Rate offered _____	Existing Fuel (Petrol/Diesel) Rate:- _____ Rate offered _____	Existing Fuel (Petrol/Diesel) Rate:- _____ Rate offered _____
Zone 2			
Zone 3			

LOT-2 (Passenger Transportation)

KM Slab	Per Kilometer Rate for 04 Wheeler Van/Hiace (inclusive of taxes, fuel, tolls etc)	Per Kilometer Rate for 06 Wheeler Bus/Coaster (inclusive of taxes, fuel, tolls etc)
0-50 KM	Existing Fuel (Petrol/Diesel) Rate:-_____ Rate offered _____	Existing Fuel (Petrol/Diesel) Rate:-_____ Rate offered _____
50-150 KM		
150KM & Above		

LOT-3 (Rental Vehicles)

Vehicle Type	Monthly Rent (With Driver) (Rs)	(Monthly Rent without driver)	Per day Rent With Driver	Per day Rent Without Driver
Car 2020-2026 Model 13cc				
Car 2020-2026				

Model 1800cc				
Double Cabin 2015-2020 Model 2400-2700cc				
Car 2020-2026 Model 1000cc				
Car 2020-2026 Model 600-660cc				

LOT-4 (Water Bowser)

Type	Per day Rent with driver (without fuel) (Rs)	Per day Rent without driver (without fuel) (Rs)	Monthly Rent with driver (without fuel) (Rs)	Monthly Rent without driver (without fuel) (Rs)	Remarks
Water Tanker 10000 Liters Capacit y	Existing Fuel (Petrol/Diesel) Rate:-_____	Existing Fuel (Petrol/Diesel) Rate:-_____	Existing Fuel (Petrol/Diesel) Rate:-_____	Existing Fuel (Petrol/Diesel) Rate:-_____	Water source to be determine d by procuring entity. water charges to be paid by the procuring entity.
Water Tanker 15000 Liters or above	Rate offered _____	Rate offered _____	Rate offered _____	Rate offered _____	

LOT-5 (Generators)

Type	Per Day Rent (With Fuel (Petrol/Diesel)) (Rs)	Per Day Rent (Without Fuel) (Rs)	Per Month Rent (With Fuel (Petrol/Diesel)) (Rs)	Per Month Rent (Without Fuel) (Rs)
2 – 10 KVA				
11 – 30 KVA				
31 – 50 KVA				
120 KVA				

ZONE WISE DISTRICTBUTION OF DISTRICTS GEOGRAPHICALLY

Zones	Districts
Zone 1 (Plain Areas/Routes)	Peshawar, Nowshera, Mardan, Swabi, Charsadda, Kohat, Karak, Bannu, Lakki Marwat, D I Khan, Tank, Islamabad, Karachi, Lahore,
Zone 2 (Hilly Areas/Routs)	Malakand, Swat Lower, Shangla, Dir Lower, Haripur, Abottabad, Mansehra, Hangu, North Waziristan, Mohmand, Khyber, Bajur, Buner, Quetta
Zone 3 (Hard Areas/Routes)	Chitral Upper (Boni), Bar Swat, Chitral Lower, Dir Upper, Battagram, Kohistan upper, Kohistan Lower, Kolai Palas, Tor Ghar, Orakzai, Kuram (Parachinar), South Waziristan, Gilgit, AJK

Seal & Signature of Bidder: _____

Date: _____

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 “Specifications” means the document as listed in the Contract Data, including Procuring Entity’s requirements in respect of rates for different destinations.

Persons

1.1.3 “Procuring Entity” means the officer mentioned in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.4 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Entity) any assignee.

1.1.5 “Party” means either the Procuring Entity or the Contractor.

Dates, Times and Periods

1.1.6 “Commencement Date” means the date named in the Contract.

1.1.7 “Day” means a calendar day.

1.1.8 “Period” means the period of the Contract.

1.1.9 “Country” means the Islamic Republic of Pakistan.

1.1.10 “Province” means Khyber Pakhtunkhwa.

1.1.11 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.

1.2 Interpretation

Words importing persons or parties shall include firms and organizations.

Words importing singular or one gender shall include plural.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Khyber Pakhtunkhwa Province.

2. THE PROCURING ENTITY

1.5 Statutory Obligations

The Contractor shall comply with the laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Services.

2 The Procuring Entity – RR&SD / PDMA

2.1 Procuring Entity's Instructions

The Contractor shall comply with all instructions given by the Procuring Entity in respect of the Services.

2.2 Approvals

No approval or consent or absence of comment by the Procuring Entity shall affect the Contractor's obligations.

3. PROCURING ENTITY'S REPRESENTATIVES/AUTHORIZED PERSON

The Procuring Entity shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Entity shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall take all responsibility for safe delivery of the relief items in accordance with the Contract. The Contractor shall also provide all supervision and labour for loading and unloading.

4.2 Subcontracting

The Contractor shall not subcontract without the consent of the Procuring Entity.

4.3 Performance Security

Bid Security shall be retained by the procuring entity till submission of performance security in shape of irrevocable bank guarantee in favor of DG PDMA @ 1.5 (M) per Lot which will be retained till completion of the contract agreement.

5. RESPONSE TIME

5.1 Supply of Goods

Subject to sub-Clause 5.2 below, the Contractor shall ensure to provide the transport, load the relief goods and departure for the destination within six (06) hours.

5.2 Early Warning

The Contractor shall notify the Procuring Entity/authorized person in writing as soon as he is aware of any circumstance which may delay or disrupt the delivery.

6. PAYMENT

The Contractor shall submit for each successful delivery to the Procuring Entity a statement/bill/invoice showing the amounts to be paid.

7. Currency

Payment shall be in the currency stated in the contract data

8. DEFAULT

8.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Entity may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen(14) days after receipt of the Procuring Entity's notice, the Procuring Entity may by a second notice given within a further twenty one(21) days, terminate the Contract.

9. RISKS AND RESPONSIBILITIES

9.1 Contractor's Care of the Works

The Contractor shall take full responsibility for the care of the good to be delivered.

9.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Procuring Entity immediately.

10. RESOLUTION OF DISPUTES

10.1 Arbitration

A dispute shall be settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data.

CONTRACT DATA

1.1.3 **The Procuring Entity** means

RR&S Department - Director General, Provincial Disaster Management Authority

1.1.4 **The Contractor** means

1.1.6 **Commencement Date** means the date when both the parties signs the Contract Agreement.

1.3 **Documents forming the Contract listed in the order of priority:**

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) The completed Schedule A to Bid
- (e) Conditions of Contract
- (f) Contract Data

3. **Authorized Person:**

As authorized by the Procuring entity

4.3. **Performance Security:**

Amount Rs.1,500, 000 (Rupees One Million five hundred thousand only)
separate for each lot in shape of irrevocable bank guarantee in favour of DG PDMA
Validity For the whole period of contract

7. **Currency of payment:** Pak. Rupees

10. **Arbitration**

Place of Arbitration: Relief Rehabilitation & Settlement Department KP

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the day of 2026 between the RR&SD - Director General Provincial Disaster Management Authority and Director CEW (hereinafter called "Procuring Entities") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Procuring Entity is desirous that transport services in relief operations in the province should be provided by the Contractor on need basis in the event of any disaster or emergency and has accepted b Bid by the Contractor for the provision of such services.

NOW this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addendum/Corrigendum, if any except those parts relating to instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules A to Bid;
 - (c) Conditions of Contract & Contract Data.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to provide the transport services in conformity and in all respects within the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor, in consideration of the provision of the transport services in accordance with the Contract, the sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. The contract shall be effective for one year from the date of commencement and will be extendable for another year as per mutual consent of both the parties.

IN WITNESS WHEREOF the parties here to have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contractor

(Seal)

Signature of the Procuring Entity

(Director General PDMA)

Signature of the Procuring Entity

(Director CEW)

Signature of the Procuring Entity

(Additional Secretary RR&SD)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness

(Name, Title and Address)