### **BIDDING DOCUMENT (BD)**



Plying of Buses for providing pick and drop services to students of Shaheed Benazir Bhutto University,shaheed Benazirabad for 2024,2025 and 2026 (194 Days Max in the current Financial Year) (Extendable to Two Years)

## FLEET – A-B

Name of Company / Contractor:				
Address :				
Contact No.: (Tel)(Mob)				
Email address:				
Reference: N.I.T No. SBBU/Transprt/ /2024/Dated: February, 2024				
Tender publishing date	:	06 <sup>th</sup> February 2024		
Tender submission Time	:	February 20 <sup>th</sup> 2024 till 10:00 AM		
Tender opening date	:	February 20 <sup>th</sup> 2024 at 11:00 AM		
Tender Process	:	SINGLE STAGE – TWO ENVELOPES		

Director Transport Tel. No. 0244-9370525 | email: df@sbbusba.edu

### **CONSOLIDATED TENDER NOTICE**

Shaheed Benazir Bhutto University, Shaheed Benazirabad invites following bids from well-reputed firms registered with FBR & SRB for **PLYING OF PRIVATE POINT BUSES SERVICE FOR PICK & DROP FACILITY TO STUDENTS OF SBBU SBA** for 2024, 2025 and 2026 (194 Days Max during Current Financial Year) (Extendable to Two Years) for the following routes.

<i>S</i> #	Route Name	Fleet	Buse s
1.	Shaheed Benazirabad (Nawabshah) to SBBU,SBA Landhi Campus.	A	04
2.	Sakrand Stop(2), Saedabad(2), Mahar Ali Jamali(1), Shahpur Chakar(1),Gupchani Stop(1), Jam sahib(1), Qazi Ahmed(3), Khadhar (1) Mari Jalbani (1) 60 Maile (2), Sarari (1), Doulatpur (3) Dour (1) Bandhi (2) and its relevant routes to SBBU,SBA Landhi Campus.	В	22

Bid Security	2% of the total bid value
Purchasing of Tender	06 <sup>th</sup> February 2024 to 19 <sup>th</sup> February 2024
1 0	Submission 20 <sup>th</sup> February 2024 up to 10:00 AM & Opening on same day on 11:00 Am

### <u>Eligibility Criteria</u>

- 1) The bidder must have at least 05 years' similar nature of experience in the relevant field.
- 2) Financial Turn-over for the five years (as mentioned in Bidding Document according To Fleet/Routes) showing the financial soundness of the bidder.
- 3) The bidder shall produce documentary evidence of at least 40 buses which Should be in his own name or in the name of his firm or alternatively he shall furnish the Valid agreement with the vehicle owners that the vehicle owner(s) shall place his/their Vehicle at the disposal of the bidder for exclusive use of SBBU transportation operations During the period of contract.
- 4) Physical fitness certificates of all buses (quantity mentioned in Bidding Document According to Fleet/Routes) from the relevant authority.
- 5) The bidder must provide registration certificate both "FBR & SRB" at the time of Submission of bid.
- 6) Tender Document Fee of Rs. 5,000/- for each Fleet/Routes and Bid Security @ 2% of bid cost for each Fleet/Routes in shape of Pay order must be attached in favor of VC SBBU Security deposit, SBBU SBA.

Bidding document can be obtained and shall be submitted in the office of the undersigned as per above schedule. Bidding document are also available at Websites <u>www.sbbusba.edu.pk</u> and <u>www.ppms.pprasindh.gov.pk</u>. The opening of the bids will take place at the office of the undersigned.

Director Transport Shaheed Benazir Bhutto University Shaheed Beanzirabad. Tel. No. 0244-9370525 | email: df@sbbusba.edu.pk

# SHAHEED BENAZIR BHUTTO UNIVERSITY SHAHEED BENAZIRABAD

Tel. No. 0244-9370525, Email: df@sbbusba.edu.pk

### **BIDDING DOCUMENT**

Plying of Private Point Buses Service for Pick & Drop Facility to Students of SBBU SBA for 2024,2025,2026 (194 Days Max during Current Financial Year) (extendable to two years) N.I.T No. SBBU/Transport/ /2024/\_\_\_\_ Dated: February, 2024

### a. Introduction: -

The SBBU SBA, was constituted under the Act. No. XVII of 1947 passed by the Legislative Assembly of Sindh.

The development of the present Campus at SBBU SBA, about 08 kilometers from Nawabshah city.

### b. Objective: -

- **i.**The interested bidders will "PLY" the private point buses on monthly charges basis as per the requirement of SBBU SBA for the transportation of students on the designated routes as per **Annexure A-B.**
- ii.SBBU SBA will pay for the fuel to the private point buses of the selected bidder for transportation of students to & fro from designated routes / points on the basis of each route different fuel consumption shall be allowed based on the average Kms/Liters and surveys conducted by Transport Incharge.
- iii.SBBU SBA will pay to the private point buses of the selected bidder for transportation of students to & fro from designated routes / points on the basis of the offered rates per day.

#### c. Scope of Work: -

- i. The bidder shall produce documentary evidence of at least 40 buses which should be in his own name or in the name of his firm or alternatively he shall furnish the valid agreement with the vehicle owners that the vehicle owner(s) shall place his/their vehicle at the disposal of the bidder for exclusive use of SBBU transportation operations during the period of contract. It shall also be mentioned in the agreement between vehicle owner and bidder that transport owner shall not cancel the agreement during the currency of contract between bidder and SBBU on judicial stamp paper of Rs. 100/-.
- ii.Offered buses must be registered with Excise & Taxation Department.
- iii. The registration numbers of the vehicles along with proof of ownership / valid contract agreement as per the provisions of clause 3.1 of this bidding document shall be submitted with proposal. SBBU reserves the right to inspect the vehicles before final agreement is signed.
- iv.Vehicles must have updated fitness certificate, route permit, and tax certificate besides other mandatory registrations and documents.
- v.Tracker must be installed as per requirements of the Incharge Transport, in each of the vehicle with access of the tracking for the management of SBBU.
- vi.Bidder must ensure all passengers in bus hold valid SBBU card. No person should be allowed to board except for valid card. SBBU has unrestricted right to surprise visit and check this compliance and also have right to impose financial penalty not more than Rs. 500/- per person in case of noncompliance along with proceeding as per Disciplinary Rules.

- vii. The bidder will follow the Motor Vehicle Rules and will not allow any person to drive without valid commercial driving license. In case of violation, SBBU will impose financial penalty up to 2,000/- perday.
- viii. In the event of any accident the bidder shall be responsible for payment of compensation for any loss or injury or damage cause to any person or party in accordance with the GovernmentRules.
- ix.Bidder will pay the fine and face the legal matters, imposed on driver(s) of any violation of Motor Vehicle Rules and in case of a major accident causing death the legal assistance / compensation, if any, would be borne by the bidder.
- x.In case of any accident and damages arising from it including but not limited to deaths, financial loss, bidder will be sole responsible for same and will be answerable to law enforcement.
- xi.Bidder shall provide the large size buses with 52 and 62 passengers (seating / standing) capacity. Buses should be roadworthy, in very good condition, mechanically fit, rust free and well maintained neat & clean. SBBU reserves the right to refuse to accept the buses which are not road worthy or soiled with dust, dirt or other debris. In case compliance is not found on any bus during travel SBBU will impose financial penalty up to 2,000/-. Penalty amount will be deducted from monthly bill of potential contractor.
- xii.Condition of Buses during the currency of the contract will be maintained by the bidder till the expiry of the contract period.
- xiii.Bidder will allocate the buses for academic activities and examination as per schedules given to him.
- xiv.Each bus should have working fuel & mileage meters related for daily reading and noting purpose. Checklist of all puncture and maintenance tools, spare wheel and others should be ensured on daily basis.
- xv. The human resource engaged by the bidder for the execution of the contract shall not be considered or treated as the employees of SBBU. The bidder shall be liable to make payment of wages to the human resource engaged by him. SBBU shall not make any payments direct to the human resource and the human resource engaged by Bidder will have no claim on SBBU in case of failure of the bidder in making their payments.
- xvi.The bidder will employ the cleaner for the all the buses. The salary of the cleaners shall be borne by the bidder as per the prevailing terms and conditions and rates of the Labour & Human Resource Department, Government of Sindh and Sindh Minimum Wages Act 2015. The cleaners must be mentally and physically fit and have local police clearance and should be presentable. The bidder shall be fully responsible of every act of his staff appointed on the vehicle.
- xvii.Cleaner must be present in bus all time during travel. In case cleaner is not found on any bus during travel SBBU will impose financial penalty up to 2,000/-. Penalty amount will be deducted from monthly bill of potential contractor.
- xviii.Bidder will follow the disciplinary rules of the SBBU and operate the vehicles as per the schedule prescribed by the SBBU.
- xix.Bidder will make sure that vehicle will not use for illegal activities or for any other organization or political purposes, or any other purpose which are not authorized on prior basis in writing by SBBU. In case of violation SBBU will impose thrice penalty of complete cost of trip.
- xx.In the event of robbery, theft or goods, passenger forcibly taken from a bus by armed men, or any other person, the driver will report to area police.
- xxi.In case of failure or breakdown the bidder will provide the alternate bus at his own risk and cost.

xxii. The defects when found / pointed-out by SBBU will be rectified by the bidder within reasonable

time.

- xxiii. The bidder office must be equipped with atleast two (2) landline telephone numbers, to ensure efficient coordination and liaison with SBBU for full day operation in order to resolve any route related problem/ issues. Bidder must also ensure that he has contact with drivers over mobile phone.
- xxiv.The bidder shall not engage any sub-contractor, assign, or transfer any of his contractual obligations to any other person, firm, organization except under approval of the Competent Authority of SBBU.

### Ply of Buses

Ply Buses for operation shall be large size buses with 52 and 62 passengers (seating / standing) capacity. The vehicle rental charges will include; vehicle rent, drivers and cleaners salaries, operational cost, periodical maintenance & lubricants / all filters cost, repair & maintenance cost of vehicle, other miscellaneous / incidental costs, road challans, toll tax / token, puncture and other field related vehicle expenses including all Government Taxes (Federal/Provincial/Local) ), SBBU will not bear any responsibility in this respect. The Number of Ply buses could be increased or decreased or deleted without any change in the unit price or other terms and conditions.

### xxv.Operation of PLY Buses

- xxvi.The vehicle plying charges will include cleaner's salaries, operational cost, periodical maintenance & lubricants / all filters cost, repair & maintenance cost of vehicle, other miscellaneous / incidental costs, road challans, toll tax / token, puncture and other field related vehicle expenses including all Government Taxes (Federal/Provincial/Local), SBBU will not bear any responsibility in this respect. The Number of buses could be increased or decreased or deleted without any change in the unit price or other terms and conditions.
- xxvii.Diesel/Fuel charges shall be paid separately on the basis of each route & different fuel consumption shall be allowed based on the Kms/Litres and surveys conducted by Transport Incharge on the basis of prevailing rate of Diesel/Fuel approved by the Government. Variations may be allowed in distance where prior permission is sought from SBBU transport section in writing, through email or SMS from authorized officials only.
- xxviii. The bidders should be very clear in their minds that under no circumstances whatsoever, the rates once approved and the acceptance thereof communicated to them shall be reviewed or enhanced upward all during the validity and currency of the contract including the extended period, except provision of the clause 3.25.1 and clause 3.26.1. No application, petition, or appeal in this regard shall be entertained and considered by the procuring agency. The past practice or precedent, if any, shall be no ground or basis for the enhancement of rates. The procuring agency shall enforce this condition in letter and spirit.
- xxix.Payments shall not be made in case of closure of SBBU and its constituent institutes / departments/ centres including Sundays and Public Holidays except for those buses which remain operational with the approval of competent authority.
- xxx.The bidder shall be responsible for payments of route permits, fitness, token tax and other taxes / charges payable under any other law and other ancillary expenses involved in the proper running of the vehicles.
- xxxi.Bidder shall bear all major repair or maintenance or replacement of parts. Expenses to be incurred on replacement of parts, tyres, labour charges, repair maintenance and fuel / lubricant / all filters (air, oil etc.) will be borne by the bidder.
- xxxii.In case of emergency, the bidder will be bound to ply the bus services for pick & drop.
- xxxiii.Bidder shall facilitate SBBU for calibration of load and meters in buses at any time.
- xxxiv.Bidder will direct the Drivers and Cleaners to behave properly and friendly with students and staff of

SBBU.

- xxxv.Bidder will coordinate day to day matters / affairs with the Transport Section of the SBBU.
- xxxvi.Bidder shall have no objection where ever SBBU affixes advertising note / board / paper on PLY buses
- xxxvii.If a bidder is found involved in misconduct, misappropriation, fraud, cheating, theft and defalcation during the currency of the contract, he will be blacklisted and the amount of the security deposit shall stand forfeited in favour of SBBU.

xxxviii.Bidder shall be responsible for the maintenance of the bus stands and ensure the attendance of the Staff.

The tender of a bidder whose performance as a Contractor has not remained satisfactory

in the past may be rejected.

That the contractor should also agree by the both parties that it would be purely on the discretion of the university authority to allow/permit the transporter to pick and drop either boys or girls students of any route. The Transport Officer is authorized to change the route of any bus instantly according to the need of hour.

- xxxix.That the university will pay only for those trips for which buses would be utilized according to the scheduled program issued by the authorities.
  - xl.That in case if the university authorities/students have any complaint about the bus/buses, staff the same shall be discussed/enquired into and remedied on the spot, and the university authorities have right to curtail the number of buses on short notice and can stop the service without giving any reason at any time.
  - xli.That during the agreement period if the contractor intends to discontinue the service then he would be under legal obligation to issue the notice for withdrawal of the service at least 45 days in advance, failing which the payment of the remaining bills will not be released to him and also security deposit will be forfeited.
  - xlii.That during semester examination or 15 days before the commencement of the examinations the contractor has no right to issue the notice for withdrawal of the service, if he does so his final bill of payment will be forfeited along with his security deposit.
  - xliii. The contractor is bound to arrange more buses if required by authorities with in one day, if he fails then he will be penalized by the amount equal to two days' payment of a bus. This condition will also apply on the short of bus on any route.
  - xliv.That the contractor must ensure the reaching of all buses at departure terminals in time, if any bus/ buses found coming late then Rs. 500/= will be charged as penalty per late coming bus.
  - xlv.That the contractor must ensure for supplying proper information regarding plying of buses and in case of misinformation or any bus plied on any route without consent of the Transport Officer, a fine of Rs. 10,000/- per bus would be imposed by the Incharge Transport on the recommendation of the Transport Officer.
  - xlvi.The contractor is bound to follow the written instructions of transport Officer in connection with the operation of the service from time-to-time for increase/decrease of the number of buses.
- xlvii.That all the buses must be parked as per the prior instructions of the transport Officer, in case the bus/buses are not properly parked or bus/buses found without displaying route board on the windscreen, then Rs. 200/= will be charged per bus per side as penalty.
- xlviii.That buses must reach at starting point at least 15 minutes before departure, failing which Rs. 200/= per bus will be imposed as penalty.
- xlix. The cleaner of the bus will make the announcement regarding the route at all picking points with in university premises in case of failure Rs. 200/= will be fined per bus per side.
  - I. The contractor or his representative must be present at the main terminal points at the time of departure of the buses daily.
  - li.There will be no payment of Suzuki will be made in lieu of bus(s) each missing bus(s) will be penalized equal to two days' payment.
  - lii. The contractor has to follow the instructions of the Transport Officer, issued from time to time regarding schedule or any problem faced.
- liii. The contractor will be bound to report at least 15 minutes before the time of departure of the buses from new campus to the transport Officer about the position of the buses, route-wise and he will give assurance that route wise required buses are parked in case

of failure to do so Rs. 1000/- will be fined.

liv.Only three Coaster or mini bus will be allowed per up and down. However, in case of emergency basis due to shortage of large buses if any coaster or mini bus will be arranged than payment would be made by deducting Rs. 1,200/= per up and down from the actual amount of the bus.

- Iv.In case non-compliance of the instructions of the Transport Section/Authority or any irregularity, after serving three letters, the security deposit will be forfeited and fresh Call deposit will be deducted from the bill of the contractor.
- lvi.If any bus does not pick the students stands on the way will be penalized Rs. 500/- per bus after receipt of the formal complaint.
- lvii.On Friday due to less classes in various Departments / Institutes buses plying every week schedule be given separately.
- Iviii. The contractor will provide the buses for study tour/official visit/trip outside the city at the rate of Rs. 7000 /- (Seven thousand only) per bus/per day without diesel according to distance, for Bedford bus and Rs. 4000/- (Four Thousand) per bus/per day for Hino bus and diesel will be provided by the university according to distance travelled.

### 4 Obtaining of Bidding Document: -

Bidding Document containing detailed terms & conditions can be obtained from Director Transport SBBU SBA against non-refundable payment of Rs. 5,000/- w.e.f. date of publication of this NIT in the print media, till **1<sup>th</sup> February 2024**.

Bidding Document can also be downloaded from the Official website of SBBU i.e. <u>https://www.sbbusba.edu.pk/</u>or Sindh Public Procurement Authority i.e. <u>http://ppms.pprasindh.gov.pk</u>, in this situation, the bidder is required to enclose bidding documents cost of Rs. 5,000/- non-refundable as a pay order in favour of Vice Chancellor SBBU SBA.

### 5 Bidding Procedure: -

Bids are invited as per Single Stage – Two Envelope Procedure in accordance with sub rule 2 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended 2019).

### 6 Instructions to the Bidders: -

Bidder must read all the contents of NIT as well as Bidding Document and understand all the requirements.

Bidder must ensure that the Bid Form / Price Schedule is filled in all respect, without any confusion.

The Bid Form(s) / Price Schedule(s) shall be inserted in the Financial Proposal. However, a copy of the same shall be inserted in the Technical Proposal after hiding the amount.

Bid Security shall be inserted in the Financial Proposal. However, a copy of the same shall be inserted in the Technical Proposal after hiding the amount.

There should not be any over-writing, double writing, crossed, additional conditions.

Rates shall be quoted clearly in digits as well as in words.

Each document/paper submitted by the bidder shall be signed/stamped by the bidder on the face of document.

Bids shall be submitted in accordance with Single stage – Two Envelope Procedure. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.

Bidder shall prepare two separate envelopes for Technical as well as Financial Proposal.

Bidder shall examine the Bid Evaluation Criteria and insert appropriate document in the Technical / Financial Proposal accordingly.

Bidder(s) must write the **"TECHNICAL PROPOSAL"** and **"FINANCIAL PROPOSAL"** on the face of relevant sealed envelopes containing relevant bid/offer in it.

Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Blacklisted firms shall be treated as rejected / non- responsive.

#### 7 List of documents to be enclosed: -

Bidder(s) must ensure that the following documents are enclosed with the **<u>Technical Proposal</u>**.

Complete Bidding Document, duly signed and stamped on its each/every page as acceptance of all terms & conditions;

Original Bidding Document purchase receipt or Pay Order of Rs. 5,000/- in favour of Vice chancellor Shaheed Benazir Bhutto University SBA, as the case may be;

Copy of Bid Form / Price Schedule and Pay Order in respect of Bid Security after hiding the amount; Attested copy of NTN / Income Tax Registration Certificate, Sales Tax Registration Certificate(s); Attested copy of CNIC of signatory of the Bid Form/Price Schedule;

Complete profile and history of the Bidder/Participant including complete address and complete details of Directors including their CNIC Numbers (if any);

List of present clients to whom bidder is providing the at least 5 years of **Similar Services** with name and contact persons, cell/telephone numbers and addresses.

Complete details of turn-over of at least last five years for Rs. 35 Million each year duly supported with the Audited Financial Statements/ complete Income Tax Return Forms of the bidder;

The bidder must have requisite trade and other licenses (if applicable) to do the business for which the bid is being made.

Affidavit on stamp paper duly notarized to the effect that the bidder is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government.

Affidavit on stamp paper duly notarized to the effect that bidder is not awarded any punishment from any Court of Law.

Affidavits duly notarized to the effect that the bidder has submitted the correct and complete information along with the bid/offer. If any document/information is found forged/engineered /fake/bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the

performance guarantee and payment, if any may be forfeited.

Certificate from existing client stating satisfactory performance of the bidder. Valid documentary evidence in support of evaluation and qualification criteria.

Bidder(s) must ensure that the following documents are enclosed with the **<u>Financial Proposal</u>**:

Bid Security of required amount and form.

Bid form(s)/Price Schedule duly filled in all respect clearly quote the price.

Once again note that bidder must ensure that the Bid Form / Price Schedule is filled in all respect, without any confusion, there should not be any over-writing, double writing, crossed, additional conditions and Rates are quoted clearly in digits as well as in words.

Bidder(s) must understand that all payments / transaction shall be made in Pakistani Rupees (PKR) only.

Bidder(s) must work carefully and gross rates to be quoted, including all applicable taxes and also incorporate the impact of Sales Tax. SBBU shall make payments after deduction of all applicable taxes including Income Tax & SST / GST and other taxes, if any.

8 <u>Eligibility Criteria</u>: Bidder which meets the following eligibility criteria / mandatory requirements would be declared responsive for further evaluation as per the Evaluation Criteria specified in this bidding document. Verifiable documentary proof for all following requirements is a mandatory requirement, noncompliance will lead to disqualification.

Bidder shall complete all the terms & conditions of this Bidding Document.

Bidder able to enclose the documents as per clause 7 of this bidding document.

Companies must be available on List of Active Tax Payers" of FBR (for Income Tax) and SRB (For Sales Tax) websites.

Conformity with required terms and conditions of Scope of Work / Services / Technical Specification given in the Tender Document.

Equity / Net Worth of the bidder as on closing of last fiscal 5 year should not be less than Rs. 35 million and same shall be reflected in the Audited Accounts.

Bidder must have a minimum experience of ongoing or completed 05 similar assignments / projects (on yearly basis) for operating 40 vehicles or more in large public and private sector organizations during last 05 years.

The firm must be a valid license holder for the relevant business. (if applicable)

### 9 Validity of Bids: -

Bids shall remain valid for ninety (90) days w.e.f. date of opening of Technical Proposals. The bids without or less than Ninety (90) days validity will be rejected.

### 10 Alternate Bids: -

Alternate Bids shall NOT BE ALLOWED, if any bidder elects to submit alternative bid(s) / proposal(s), both bids ORIGINAL and ALTERATIVE will be rejected straightaway.

### 11 Submission of Bids/Offers: -

Sealed bids/offers both the proposals i.e. Technical Proposal and Financial Proposal to be dropped in the tender box placed at the Director Transport office upto **12:00 PM on 22<sup>nd</sup> February 2024**., under any circumstances, whatsoever, the sealed bids/offers shall be reached before the deadline for submission of bid. Any bid submitted / received late due to any reason whatsoever, shall not be considered at any stage and shall be returned un-opened. Any claim against the bids received late shall not be considered at any stage.

Bidders are advised in their own interest to take all precautionary measures for delivery of sealed bids before the deadline for submission of bid.

### 12 Opening of Bids: -

The Technical Proposals shall be opened within one hour of deadline for submission of offer/bid in presence of the authorized representative(s) of the bidder(s), if they wish to present at the time of opening of bids.

In case of the date of opening of tender declared as Public Holiday by the Government of Sindh or Federal Government or non-working day due to any reason, the next official working day shall be deemed to be the date for submission and opening of tenders/bids/offers, accordingly. The time and venue shall remain same.

The envelope marked Financial Proposal shall be retained unopened in the custody of SBBU.

After the evaluation and approval of the technical proposal, the Financial Proposals shall be opened of the technically accepted / qualified bids having the minimum qualifying points / marks of 70% or more, at a time, date and venue announced and communicated to the bidders in advance.

The opening of Financial Proposal may be extended by the SBBU, however, same shall be informed through posting of Notice on the Notice Board at outside main gate of SBBU, but the bids shall be opened within the bid validity period.

### 13 Evaluation of Bids: -

Bids/Offers including Technical Proposal/Financial Proposals to be evaluated by the Procurement Committee constituted by the SBBU for the purpose.

The Committee may seeks the clarification from the bidder in writing or oral as the case may be, in case of committee deemed fit, however any clarification shall not be change the sanctity of original bid;

The Bids/Offers shall be evaluated conformity the requirements of terms & conditions of the bidding document based on the record / documentary evidence submitted by the bidder.

Bidder must quote the rates for all routes (Lot / Group / Package / all items of Bid Form / Price Schedule

Basis) any bid for the individual or limited route(s) shall not be considered and rejected summarily.

#### Technical Proposal Evaluation:

The Bids shall be evaluated on complete Lot / Group / Package / all items of Bid Form / Price Schedule basis reflected in the Bid Form / Price Schedule. Bids for partial / limited item(s) shall not be considered and rejected.

The following merit point system for weighing evaluation factors / criteria will be applied for technical proposals.

Bidders achieving <u>minimum 70% points / marks</u> will be considered only for further process besides compliance of all mandatory clauses. Documentary evidence must be attached in support of your claim.

Only those Financial Proposals will be announced / considered which were technically qualified by the Committee.

### **TECHNICAL PROPOSAL EVALUATION CRITERIA**

	Evaluation Parameters/Sub-parameters	Maximum Points
1.	Establishment of the Firm/company/ partnership / sole- proprietor (Credible documentary evidence must be provided)	
1.1	10 years or above	10
1.2	08 years or above	08
1.3	06 years or above	06
1.4	Below 06 years	04
2.	Past Experience of ongoing or completed similar assignments / projects (on yearly basis) for operating the vehicles in large public sector and private sector organizations during last 5 years. (Credible documentary evidence must be provided)	Max. 20
2.1	35 vehicles or more (52 and 62 Seater Buses) (05 Points for each project / assignment maximum upto 20 Points)	20
2.2	20 vehicles or more (52 and 62 Seater Buses) (05 Points for each project / assignment maximum upto 15 Points)	15
2.3	10 vehicles or more (52 and 62 Seater Buses) (02 Points for each project / assignment maximum upto 10 Points)	10
2.4	Less than 10 vehicles	00
3.	Vehicles should be Registered in the name of bidder or firm (Credible documentary evidence must be provided)	Max. 30
3.1	52 and 62 Seating Capacity Bus (1.26 point for each bus maximum upto 30 points)	30
S#	Evaluation Parameters/Sub-parameters	Maximum Points
4.	Repair and Maintenance Facility (Credible documentary evidence must be provided)	Max. 10
4.1	Local Repair and maintenance workshop / set-up	10
5.	Average Annual Turnover during the last 03 financial years (As per ITR / Audited Statements of Accounts must be provided)	Max. 20
5.1	PKR 50 Million and above	20
5.2	PKR 25 Million and above	15
5.3	PKR 20 Million and above	10
5.4	Below PKR 10 Million	00
6.	Equity / Net Worth <b>upto last 3 year financial year</b> (As per ITR / Audited Statements of Accounts)	Max. 10
6.1	PKR 25 Million and above	10
6.2	PKR 20 Million and above	05
6.3	PKR 15 Million and above	03
6.4	Below PKR 10 Million	00
TOT	AL POINTS	100

### Financial Proposal Evaluation:

Technically qualified/successful bidder(s)/Tenderer(s) shall be eligible for Financial Proposal(s). The Financial bids shall be opened in the presence of the Bidders at the scheduled date, time and venue communicated in advance.

Financial Bids / Proposals of Technically disqualified / rejected bidders will not be opened and sealed envelope shall be returned to the bidder.

Bids not accompanied by the Bid Security of required amount and form shall be rejected.

Procuring Agency shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Government at any time during execution / evaluation period shall be passed to the Procuring Agency.

### 14 Announcement of Bid Evaluation Report

Bids/Offers including Technical Proposal/Financial Proposals to be evaluated by the Committee constituted by the SBBU for the purpose.

The Bid Evaluation Report shall be announced and shall be hoisted on websites of the Authority and Procuring Agency and intimated to all the bidders at least three (3) working days prior to the award of Contract.

### 15 Award of Contract: -

The bidder whose offered rate is found lowest amongst other technically qualified bidders shall be considered for acceptance of the offer provided that it fulfills the laid down terms and conditions of the tender, irrespective of their score in the previous step.

In case of tie among two or more bidders in financial bid with identical offered rate, the contract shall be awarded to the bidder who shall obtain the highest points / marks in technical evaluation report.

SBBU reserve rights to cancel any/all bids, subject to the relevant provisions of SPP Rules 2010 (Amended 2020).

### 16 Signing of Contract: -

In case of award, the contractor shall sign the contract on appropriate stamp paper. All charges including payment of duty shall be borne by the Contractor.

#### Period of Contract: -

Initially contract shall be signed for a period of 03 year (194 Days Max in the current financial year), however, SBBU at its own discretion can extend the period of contract for two years. The bidder shall provide the services for extended period without any increase in rate.

### 17 Bid Security / Performance Guarantee: -

The Bidder shall enclose the <u>Bid Security not less than 2% of the total contract value of the 12 months</u> (one year) in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee in favour of VC SBBU SBA issued by a scheduled bank in Pakistan valid for a period of 28 days beyond the bid validity period. The Bid Security shall be attached with the Financial Proposal. Photocopy of the Bid Security shall be attached with the Technical Proposal after hiding the amount.

The Bid Security of unsuccessful bidder shall be returned after award of contract or within one week of expiry of bid.

The Successful bidder shall submit the <u>Performance Security / Guarantee not less than 5% of the</u> <u>total contract value of the 12 months (one year)</u> in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee in favour of VC SBBU SBA issued by a scheduled bank in Pakistan valid for a period of ninety (90) days beyond the date of completion / expiry of the contract.

The Bid Security of successful bidder shall be returned after receipt of Performance Security / Guarantee. However, the successful bidder can adjust the Bid Security towards Performance Guarantee, in this situation, the successful bidder shall submit the balance amount on account of Performance Guarantee.

The Performance Security / Guarantee shall be forfeited, in case of bidder fails to provide the satisfactory services. The Performance Security / Guarantee of the bidder shall be returned after expiry of contractperiod.

#### 18 Commencement of Services : -

Services shall be commenced from the date of signing of contract agreement.

#### 19 General Conditions: -

A prospective bidder requiring any clarification(s) may notify to SBBU or an Officer authorized on its behalf in writing. The SBBU or concerned Officer authorized on its behalf will respond to any request for clarification, which is received well before 05 working days or more to the deadline set for the submission of bids. Copies of SBBU response will be forwarded to prospective companies (if not already clarified in the tender document or deemed necessary for the company).

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the SBBU. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

Bidder shall comply with all Pakistani Laws, permits, codes and regulation applicable to the bidder"s performance of services. Bids against the Government Rules and Policy, Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms will not be considered and will be rejected.

Bidder will follow the disciplinary rules of the SBBU.

The SBBU reserves the right to increase or decrease or delete the quantities of SBBU or PLY buses at the time of award of contract and also reserves the right to enhance or reduce the quantity of SBBU or PLY buses without any change in unit price or other terms and conditions at any time during the contract period.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity or provisions of relevant clauses of this bidding document, by the Bidder on the demand and approval of the Competent Authority of SBBU will be permitted throughout the contractperiod.

The tenderer should be fully and completely responsible for all the deliveries and deliverables to the SBBU. Bidder shall not claim or charge transportation, loading / unloading, labor or any other charges related to or in the name of logistics, accidents, insurance, freight etc.

Bidder shall be responsible for remedying the defect(s) within 7 days from the date on which complaint was launched.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder"s authorized representative through whom all communications shall be directed until the process has been completed or terminated.

Failure to supply required items/services within the specified schedule will invoke penalty as imposed by the competent authority of SBBU or termination of contract.

SBBU will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Bidder shall not be allowed to alter or modify his bid after the opening of the bids. However, the procuring agency may seek and accept clarification to the bid that do not change substances of the bids.

The Bids shall be evaluated in accordance with the specified evaluation / eligibility / qualification / responsiveness criteria and terms & conditions of the bidding document.

Bidding Documents shall take precedence, in case of discrepancies between the Invitation for Bids (IFB) / Notice Inviting Tender (NIT) and the Bidding Documents.

Bidder will depute the adequate staff for carrying out the desired services.

Bidder will be liable for any loss or damage caused by any act or default on the part of his servant or employee to the said premises and / or SBBU property on which decision of SBBU will befinal.

During the currency of the contract, the firm will provide goods and services as per terms and conditions, to be settled later on in the shape of contract agreement.

#### 20 Payment: -

Payment shall be processed on monthly basis. Due payment will be made after completion of each month. The Service Provider required to submit the following documents along with bill:

- i. The contractor shall submit his bills in the prescribed from duly approved by competent authority. Bills be submitted separately for plying of buses charges and fuel charges.
- ii. Monthly statement of kilometers issued by the concerned tracker company.
- iii. Invoices with covering letter, both duly signed and stamped by authorized officer.
- iv. Original satisfactory performance certificate issued by the competent person / authority.
- v. Copy of any/all correspondence made with SBBU or any other agency / person / organization during the billing month.
- vi. Evidence / support of all claims in bills.
- vii. Any other details/documents, if required by SBBU.

### 21 Redressal of Grievances by the Procuring Agency: -

Redressal of Grievances & settlement of dispute will be as per Rule 31 of SPPRA Rule-2010 (Amended 2019).

### 22 <u>Termination / Cancelation of Contract</u>: -

The SBBU may terminate the contract without liability and without cause upon giving one (01) month prior written notice to the contractor. Upon termination, the contractor shall only be entitled to payment of acquired services upto the date of termination. No termination damages or indemnities shall be claimed from the SBBU or the payable by the SBBU if notice is given as prescribed above

### 23 Arbitration: -

Any difference or dispute or liability of whatsoever nature arising out of the contract or in any way relating to the contract or to its construction or fulfillment should be settled as far as possible, amicably between the SBBU and Contractor. If the parties fail to come to an amicable settlement the same shall be referred to the award of Arbitrators to be nominated one each by the SBBU and Contractor within fifteen

(15) days of notice from either side or in the case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing prior to proceeding with the arbitration. The decision of the Arbitrators or the Umpire, as the case may be, shall be final and binding on both the parties. The arbitration shall take place at Karachi, under Pakistani Law of Arbitration.

### 24 Applicable Laws : -

The Contract shall be governed by the Laws of Pakistan and the Courts of SBA-Hyderabad – Pakistan shall have exclusive jurisdiction.

# <u>BID FORM / PRICE SCHEDULE</u> (FLEET – A-B)

(To be submitted on Official Letterhead of the company duly Signed & Stamp)

S#	Description of Service	No. of Buses	Fixed cost: Rent of each bus on monthly basis		Estimated Days during Financial year 2024-2025	Total Amount
1	A) To Ply Point Buses (52) Seater. B) To ply points Hinu ( 62) Seater (Optional). (without Fuel/Diesel)	26 Nos.			194	
2	Diesel/Fuel Charges <b>Note:</b> Fuel Rates shall be applicable as per Govt: rates or revised and Kilometers shall be calculated accordingly.	26 Nos.	Mileage per Liters	Diesel Rate	194	
	Total Yearly Amount (194 Days Max) in Pak Rs. including all Taxes					
Amount in words (Rupees						
_	Signature:					only

Signature:	
Name:	
C.N.I.C :	
Designation:	
Company Name:	
Address:	
Contact No.:	
E-mail Address:	

### Important Note:

Payment of Fuel/Diesel will be claimed and made separately based on the actual Kms/Litres and surveys conducted by Transport Incharge on (01 Bus) (01 Trip) (Up & Down) basis according to the prevailing rate of Fuel/Diesel issued by the Government of Pakistan from time to time. Page 17 of 42

## **ROUTES OF FLEET – A-B**

S #	Route Name	Fleet	Buses
1.	Shaheed Benazirabad (Nawabshah) to SBBU,SBA Landhi Campus.	А	04
2.	Sakrand Stop(2), Saedabad(2), Mahar Ali Jamali(1), Shahpur Chakar(1),Gupchani Stop(1), Jam sahib(1), Qazi Ahmed(3) ,Khadhar (1) Mari Jalbani (1) 60 Maile (2) , Sarari (1), Doulatpur (3) Dour (1) Bandhi (2) and its relevant routes to SBBU,SBA Landhi Campus.	В	22

#### ANNEXURE-C

### **Technical Proposal Submission Form**

To \_(Name and address of Client / SBBU)\_

Re: PSO/Tenders/Services/2024/\_\_\_\_\_, Dated\_\_\_\_\_2024, for "Plying of Private Point Buses Service for Pick & Drop Facility to Students of SBBU SBA for 2020-2021 (extendable to two years)".

Dear Sir/Madam,

[Date]

We, the undersigned, offer to provide the **(insert title of assignment)** in accordance with your Request for Proposal/Tender Document dated \_(insert date)\_ and our Proposal. We are hereby submitting our Proposal, which is in conformity with the instruction given by the SBBU SBA.

We undertake, if our Proposal is accepted, for provision of Bus on Monthly Rental Basis for Pick & Drop of Students in SBBU. We also confirm that the Government of Pakistan / Sindh has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature and Seal (Stamp) (In full and initials) Name and Designation of Signatory Name of Firm Address

### ANNEXURE-D

### **Technical Information Form**

1. Name of the Tenderer/Concern:\_\_\_\_\_

(i.e. Sole Proprietor or Partnership firm or a Company (Attach Proof)

- 2. Address (With Tel. Email & Cell Phone No.)
- 3. NTN No.
- 4. Whether each page of Tender Annexures have been signed and stamped. (YES/NO)
- 5. Proof of Average Annual Turnover of atleast Rs. \_\_\_\_\_\_ for last Three financial years. (YES/NO)
- 6. Proof of running Passenger Vehicles/Buses for Govt. of Sindh/aided/autonomous institution (YES/NO)
- 7. List of organizations with address and Telephone number to whom Bus services have been provided during the last three years and also work completion certification issued by concerned department/organization.

8. –

Any other information important in the opinion of the Tenderer.

### Instructions for preparation of power of attorney

- a) To be executed by an authorized representative of the bidder.
- **b**) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- **d**) In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

### Format of POWER OF ATTORNEY

(Bidder's letter head officially signed and stamped)

We (name of the company and address of the registered office) do hereby appoint and authorize Mr. / Ms. (full name and residential address) bearing Pakistan's Computerized National Identity Card (CNIC) no. (Complete CNIC No.) who is presently engaged with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the Operation) in response to the tenders invited by the (name of the SBBU) including signing and submission of all documents and providing information/responses to (name of the SBBU) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this day of 2024

For \_\_\_\_\_

(Signature) (Name, Designation and Address) Accepted (Signature)

(Name, Title and Address of the Attorney) Date:

### ANNEXURE-F

### UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information documents.

Dated this day of 2024

Signature (Company Seal)

In the capacity of Duly authorized to sign bids for and on behalf of:

### ANNEXURE-G

### TENDER SECURITY FORM

**WHEREAS** [Name and Address of the Service Provider] (hereinafter called "the Service Provider") has submitted Tender against Tender Name (hereinafter called "the Tender") to the [Name and Address of the SBBU] (hereinafter called "the SBBU") for the Total Tender Price

of PKR (in figures\_\_\_\_) (in words\_) AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Operator a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the SBBU, for the sum of PKR (in figures\_\_\_\_) (in words\_) and undertakes to pay to the SBBU, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / Argument and without the SBBU having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Operator withdraws the Tender during the period of the Tender validity specified by the Operator on the Tender Form; or

- 2. If the Operator does not accept the corrections of his Total Tender Price; or
- 3. If the Operator, having been notified of the acceptance of the Tender by the SBBU during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document. Provided that the SBBU shall specify the occurred condition(s) owing to which the said sum is due to him. Provided further that any demand(s) / claim(s) from the SBBU shall reach the Guarantor within thirty working days after the expiry of the Guarantee. This guarantee shall remain valid up to

\_or until furnishing of the Performance Security, whichever is later.

Date this \_\_\_\_\_day of 2024 .

#### **GUARANTOR**

Signature	
CNIC #	
Name	
Designation	
Address	

### PERFORMANCE SECURITY

Issuing Authority: Date of Issuance: Date of Expiry: Claim Lodgment Date:

**WHEREAS** [Name and Address of the Service Provider] (hereinafter called "the Service Provider") has agreed to supply the Services and render the Services against Tender Name (hereinafter called "the Contract") for the Contract Value of PKR (in figures\_) (in words\_).

AND WHEREAS it has been stipulated in the Tender Document that the successful Service Provider shall furnish Performance Security, within ten working days of the receipt of the Acceptance Letter from the SBBU, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the SBBU, valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Service Provider a Guarantee; THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the SBBU,

for the sum of PKR (in figures\_\_\_\_\_) (in words\_) and undertakes to pay to the SBBU, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the SBBU having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

- 1. If the Service Provider commits a default under the Contract;
- 2. If the Service Provider fails to fulfill any of the obligations under the Contract;
- 3. If the Service Provider violates any of the provisions of the Contract.

Provided that the SBBU shall specify the occurred condition(s) owing to which the said sum is due to him. And further provided that any demand(s) / claim(s) from the SBBU shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to\_or until expiry of warranties or all obligations have been fulfilled in accordance with the Contract, whichever is later. Date this \_\_\_\_\_day of 2024.

#### GUARANTOR

Signature
CNIC #
Name
Designation
Address

ANNEXURE-I

### FORMAT FOR COVERING LETTER

To: Director Transport SBBU, SBA.

Re: SBBU/Transport/ /2024/\_, Dated\_2024, for "Plying of Private Point Buses Service for Pick & Drop Facility to Students of SBBU SBA for 2024-2025 and 2026 (extendable to two years)".

Dear Sir,

a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

**b**) We undertake, if our proposal is accepted, to provide the /services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.

c) We agree to abide by this proposal for the period of days (as per requirement of the Services) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

**d**) We agree to execute a contract in the form to be communicated by the \_(insert name of the SBBU)\_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.

**f**) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in biding.

g) We would like to clearly state that we qualify for this work as our company meets all the prequalification criteria indicated on your tender document. The details are as under:

Authorized Signatures with Official Seal

### Standard Monetary Deductions for Default/Non-performance of Services

Rate per Service Day (RPSD) = (Bid Value x 12) / [365]

Description of Infraction	Fine for
Non-Provision of Vehicle on	<u>1 X RPSD</u>

### INDEMNITY BOND

This DEED of INDEMNITY is made on the *(date of commencement)* between *(name of Firm/company)* of the one part hereinafter called *"*The Contractor".

#### AND

SBBU being an autonomous/statutory authority, , the oldest University of the country, was constituted under the SBBU Act. No. XVII of 1947 passed by the Legislative Assembly of Sindh, of the other part, hereinafter called "The Employer".

#### WITNESSETH AS FOLLOWS:

By this deed of indemnity, the Contractor agree to provide such indemnity as hereinafter the bearer has signed or given and may hereinafter from time to time sign or give through an instrument in favor of VC SBBU,SBA. Indemnity pertains to all or any loss, damage stealing or removing of any movable or immovable property, owned and possessed by SBBU,SBA, during the subsistence of accompanied agreement for providing pick & drop services by (*name of firm/company*) ("Agreement") to restore all or any loss, damage, stealing, during performance of work/duties of pick & drop service to the Students of SBBU,SBA

2. Pursuant to the agreement (*name of firm/company*) shall indemnify and hold SBBU harmless against all losses, claims, suits, proceedings, actions, costs, charges and expenses, which shall or any be referred, instituted or arise in consequence of (*name of firm/company*), its employees or agents, negligent or willful acts or omissions".

3. That (*name of firm/company*) further declares and covenant that if SBBU suffers any loss in the event of default on part of (*name of firm/company*) or any action brought by a third party against SBBU in connection with (*name of firm/ company*) performance of the agreement, SBBU shall hereby recover the amount of loss or claim from (*name of firm/company*).

4. The contents of the deed shall not restrain SBBU from invoking all or any other remedies available to them, at law.

M/s (name of company) For & On behalf of the SBBU SBA For & On behalf of the Employer

IN WITNESS WHEREOF, were hereby set our hands upon the date mentioned, herein above. **Witnesses:** 

### UNDERTAKING / CERTIFICATE

### (Must be Printed on Rs. 100/- Stamp Paper)

If provided information with the bid document found false, or any criminal proceedings found in any court of law, the services of the hired company will be immediately terminated without assigning any reason and making any refund / payment. Further, the performance security given by the firm will also be confiscated and the firm will be declared black listed.

M/s		
Contact Person:		
Address:		
Tel #:	_Mobile #	_Fax #:
Email:		
Signature:	Dated:	
Agency Seal:		

# DECLARATION OF ANNUAL TURNOVER AND

(On Bidder / Company / firm's Letterhead)

[Location, Date]

To: Director Transport SBBU, SBA.

Re: SBBU/Transport/ /2024/\_\_\_\_\_, Dated\_\_\_\_\_2024, for "Plying of Private Point Buses Service for Pick & Drop Facility to Students of SBBU for 2024-2025 and 2026 (extendable to two years)".

Dear Sir,

I/we hereby declare that, our firm's Annual Turnover is as follow:

F.Y 2018 -19	F. Y. 2019 –20	F. Y. 2020 –21			F. Y. 2021 –22		F. Y. 2022 –23
PKR(Million)	PKR(Million)	PKR	(Million)	PKR	(Million)	PKR	(Million)

And,

I/we hereby declare that, our firm had filed Income Tax Returns for last 5 years i.e. 2018 ,2019, 2020,2021,2022 and Supported by copy ITR/STR / Audit Reports attached of 05 (three) years.

Yours faithfully,

Authorized Signature [In full and initials]: Name and Title of Authorized Signatory: Name of Bidder: Stamp / Seal:

<u>ANNEXURE – N</u>

### VALID LIST OF CLIENT'S DETAIL (On Bidder / Company / firm's Letterhead)

[Location, Date]

To: [Name and address of Employer]

Re: SBBU/Transport/ /2024/\_\_\_\_, Dated\_2024, for "Plying of Private Point Buses Service for Pick & Drop Facility to Students of SBBU for 2024-2025 and 2026 (extendable to two years)".

Dear Sir,

I/we hereby mention following list of valid Clients details where our firm had provided services **during the last ten (05)** years, supported by copy of agreements / contracts / work orders for your reference:

Sr. No.	Client Name / End User	Nature of Client (Govt./ Semi Govt./ Bank / Embassy / Private Sector)	Scope of Work / No. of Buses deployed	Name & Location of Project	Year	Status (Ongoing / Completed)

Yours faithfully,

Authorized Signature [In full and initials]: Name and Title of Authorized Signatory: Name of Bidder: Stamp / Seal:

### DECLARATION FOR REGISTRATION OF BUSES (On Bidder / Company / firm's Letterhead)

Re: SBBU/TRANSPORT/2024/\_\_\_\_\_, Dated\_\_\_\_\_2024, for "Hiring of Buses for providing pick and drop services to students of SBBU for 2024-2025 and 2026 (Extendable to Two Years)".

#### Dear Sir,

I/we hereby declare that, our firm M/s\_\_\_\_\_have following buses (copy of registration certificate/ fitness certificates are attached for your reference):

Sr.	Registration No.	Seating Capacity	Make	Model	Registered in the name of
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
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35.			
36.			
37.			
38.			
39.			
40.			

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

### BIDDER PROFILE / DETAILS (On Bidder / Company / firm's Letterhead)

1.	Registered Company Name	
3.	National Tax Number	
	(Attach documentary evidence)	
4.	General Sales Tax Number	
	(Attach documentary evidence)	
5.	Sindh Sales Tax Number	
	(Attach documentary evidence)	
7.	Years of Operation of Company after its	
	Registration (Attach documentary	
	evidence)	
8.	Managerial Capability	
	i. Total no. of Permanent Staff	
	ii. Total No. of Contract / Project Staff	
	(Attach as separate Annexure)	
9.	Assignment in hand (Presently)	
	(Attach as separate Annexure)	
10.	Bank Name and Branch	
11.	Bank Account Number	
13.	Physical address	
14.	Postal address	
15.	Telephone Number	
10	E. M. selves	
16.	Fax Number	
47		
17.	E-mail address	
18.	Blacklisting / Complaint / Litigation against	
10.	the firm (By any govt. or other org. if any)	
19.	Name & Address of the companies /	
19.	subsidiaries and associated companies, if	
	any, with whom there is collaboration or	
	joint venture	
20.	Whether pay order, for the requisite Bid	
20.	Security	
	enclosed? (Yes / No)	
21.	Any other relevant detail	

Authorized Signature [In full and initials]: Name and Title of Authorized Signatory: Name of Bidder: Stamp / Seal:

# **BLACK-LISTING CERTIFICATE**

### (Must be Printed on Rs. 100/- Stamp Paper)

M/s			
Contact Person :			
Address :			
Tel #:	Mobile #		Fax # :
Email :			
Signature :		Dated : _	
Agency Seal :			
			ATTESTED BY NOTARY PUBLIC

### INTEGRITY PACT

### DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

M/s.\_\_\_\_\_, the service provider

hereby declared that:

(a) Its intention not to obtain the procurement / services / work of any contract, right, interest, privilege, or other obligation or benefit from the SBBU or any administrative or financial offices thereof or any other department under the control of the SBBU through any corrupt practice(s).

(b) Without limiting the generality of the forgoing the bidder / company / firm / agency represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the SBBU directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the SBBU, except that which has been expressly declared pursuant hereto.

(c) The bidder / company / firm / agency / accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract / order obtained aforesaid shall without prejudice to any other right & remedies available to the SBBU under any law, contact, or other instrument, be stand void at the discretion of the SBBU.

(d) Notwithstanding any right and remedies exercised by the SBBU in this regard, bidder / company / firm / agency agrees to indemnify the SBBU for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the SBBU in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the bidder / company / firm / supplier / agency / service provider as aforesaid for the purpose of obtaining or inducing procurement / work / service or other obligation or benefit in whatsoever from the SBBU.

SBBU SBA Signature & Seal (Name of Security Firm) Signature & Seal

**Note:** This integrity pact is mandatory requirement other than auxiliary services / works.

### <u>APPENDIX – S</u>

Contract for

# *Hiring of Buses for providing pick and drop services to students of SBBU for 2024-2025 and 2026 (Extendable to Two Years)*

### ROUTE – A

Dated:

### TABLE OF CONTENTS

### Agreement

General Conditions of Contract

- 1. Contract
- 2. Contract Documents and Information
- 3. Contract Language
- 4. Insurance
- 5. Payment
- 6. Price
- 7. Assignment / Subcontract
- 8. Extensions in time for performance of obligations under the Contract
- 9. Liquidated Damages
- 10. Forfeiture of Performance Security
- 11. Termination for Default
- 12. Termination for Insolvency
- 13. Termination for Convenience
- 14. Force Majeure
- 15. Dispute Resolution
- 16. Statutes and Regulations
- 17. Taxes and Duties
- 18. Contract Cost
- 19. Authorized Representative
- 20. Special Stipulations

### TRANSPORT AGREEMENT

This lease agreement is made at ......between M/S.....Hereinafter referred to as the "Contractor" of the first part.

### AND

Shaheed Benazir Bhutto University, Shaheed Benazirabad through its representative bearing FTN No. 9030405-5, hereinafter referred to as the "Lessee" of the second part. Acceptance of all following terms & conditions:

- 1. That this contract is initially for the period of 12 months (Current FY i.e. from ...... to.......)
- 2. That the transporter will provide the vehicles for different routes as per following schedule & rate

Route	Diesel rate/Ltr (N)	Service charges	Fixed Km	No. of days	Base rate	Impact	Total

- 3. The contractor/firm registered with Income Tax Department and Sindh Revenue Board.
- 4. All applicable taxes will be deducted from the bill including income tax & sales tax according to SRB rules as per service act-2011.
- 5. The contractor will show/provide physical fitness certificate of vehicles.
- 6. The contractor should clearly agree to operate/arrange all buses according to the scheduled program which will be issued by the Transport Section of the university from time to time, to pick & drop the university students and employees from prescribed routes with punctuality and regularity without fail

- 7. The working days of university are 22 days in a month in normal conditions, in case of holidays or and any conditional leaves/holidays of the university, if transport is operational for more than 11 days in a month, then the payment of full fixed cost and other cost of fuel will be paid accordingly, if number of days are 11 or less, then payment of fixed cost will be paid half amount and other cost of fuel accordingly.
- 8. If the transport is not operational for any days due to holidays for complete month of June and July the payment will be made as mentioned above serial no 7.
- 9. The transport Officer is authorized to change the route of any bus instantly according to the need of hour.
- 10. That just for ensuring and assuring the efficient performance by the contract, it should be very clearly stipulated and determined by both the parties that, the above services are agreed to be rendered by the contractor.
- 11. That the contractor will be bound and responsible for plying the buses with insurance and in good condition which may suit the education atmosphere and qualitative standard of the university, as such the vehicle must be self-start, neat and tidy, failing which rupees five thousand per bus will be imposed as penalty.
- 12. That the university shall not be responsible for any damage, wear & tear of buses.
- 13. That in case if the university authorities-students have any complaint about the bus/buses, staff the same shall be communicated into and remedies on the spot or any other measure to solve the problem.
- 14. That during the agreement period if the contractor intends to discontinue the service then he would be under legal obligation to issue the notice for withdrawal of the service at least 45 days in advance, failing which the payment of the remaining bills will not be released to him and also security deposit will be forfeited.
- 15. That during semester examinations or 15 days before the commencement of the examinations the contractor has no right to issue the notice for withdrawal of the service if he does so his final bill of payment will be forfeited along with his security deposit.
- 17. The contractor is bound to arrange more buses if required by authorities with in one day, if he fails then he will be penalized by the amount equal to two days payment of a bus. This condition will also apply on the short of bus on any route.
- 18. That the contractor must ensure the reaching of all buses at departure terminals in time, if any bus/buses found coming late then Rs. 1000/= will be charged as penalty per late coming bus.
- 19. That the contractor must ensure for supplying proper information regarding plying of buses and in case of misinformation or any bus plied on any route without consent of the University management, a fine of Rs. 10,000/- per bus would be imposed by the University management.
- 20. That the University would make the payment to the contractor within the period of 15 days from the date of submission of the bill by contractor. The payment will be released monthly.
- 21. The contractor is bound to follow the verbal instructions of Transport officer in case of emergency connection with the operation of the service from time-to-time for increase/decrease Page 39 of 42

of the number of buses.

- 22. That all the buses must be parked as per the prior instructions of the Transport Officer, in case the Bus/buses are not properly parked or bus/buses found without displaying route board on the windscreen, then Rs. 1000/= will be charges per bus per side as penalty.
- 23. That buses must reach at starting point at least 15 minutes before departure, failing which Rs. 1000/= per bus will be imposed as penalty.
- 24. The contractor of his representative must be present at the main terminal points at the time of departure of the buses daily.
- 25. The contractor has to follow the instructions of the university management, issued from time to time regarding schedule or any problem faced.
- 26. The contractor is bound to ply same registered buses at time of departure which have already entered at time of arrival. In case of failure or any bus the contractor can bring another registered bus, after taking permission from Transport officer/ In-charge Transport.
- 27. In case noncompliance of the instructions of the Transport Section/Authority or any irregularity, after serving three letters, the security deposit will be forfeited and fresh Call deposit will be deducted from the bill of any contractor.
- 28. If any bus do not pick the students stands on the way will be penalized Rs. 1000/- per bus after receipt complaint.
- 29. The contractor will provide the buses for study tour/official visit/trip outside the city.
- 30. Toll charges/Motorway charges will be paid by contractor.
- 31. Contractor will provide valid driving license of Driver & CNIC of driver & helper/cleaner.
- 32. Contractor will provide mobile number of all drivers and all required documents.
- 33. In case contractor change the driver of any vehicle for any reason, he will inform to transport office of university.
- 34. In every semester QE/ (Quality evaluation) report will be conducted by the QEC department of the University. On the behalf of results of report, Competent Authority will take the decision.

Contractor: Name: CNIC :	University Name: CNIC No:	-
WITNESS:		
01	02	
Name: CNIC No.	Name:	
	CNIC No.	

### 1. <u>Contract:</u>

The SBBU shall, after receipt of the Performance Security from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within ten working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the SBBU,SBA.

### 2. <u>Contract Documents and Information:</u>

The Service Provider shall not, without the SBBU's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the SBBU in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

### 3. <u>Contract Language:</u>

The Contract and all documents relating to the Contract, exchanged between the Service Provider and the SBBU, shall be in English. The Service Provider shall bear all costs of translation to English and all risks of the accuracy of such translation.

### 4. <u>Insurance:</u>

The Service Provider shall provide such insurance as is sufficient to protect against their theft, damage or deterioration during course of the service, storage/transit to their final destination as indicated in this Contract. The Service Provider shall arrange and pay for the insurance of the vehicle, equipment or any such item to the place of SBBU's destination.

### 5. <u>Payment:</u>

The procedure for payments to Service Provider shall be as under:

The Service Provider shall submit an Application for Payment (Invoice), in the prescribed form, to the SBBU. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the SBBU may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services provided, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any.

The SBBU shall issue a Certificate of Payment, in the prescribed form, with a copy to the Service Provider, verifying the amount due, within seven days of receipt of an Application for Payment. The Client may withhold a Certificate of Payment on account of defect(s) / short coming(s) in the services provided. The Client may make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate.

The SBBU shall pay the amount verified in the Certificate of Payment within thirtydays (30) days of receipt of a Certificate of Payment. Payment shall not be made in advance. The SBBU shall make payment after deduction of applicable tax, through cross cheque in name of service provider.

Payments shall be made against successful delivery of services as per required plan and Services provided.

Payment shall be made after deduction of taxes at source (Income and Sales Tax) whichever is applicable by the tax authorities (Federal or Provincial).

### 6. <u>Price:</u>

The Service Provider shall not charge prices for the services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Service Provider in the Price Schedule (Financial Bid).

### 7. <u>Assignment / Subcontract:</u>

The Services will not assign or sub-contract its obligations under the Contract, in whole or in part.

### 8. Extensions in time for performance of obligations under the Contract:

If the Service Provider encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Service Provider shall, by written notice served on the SBBU, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the SBBU shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Service Provider with a copy to the Client, extend the Service Provider's time for performance of its obligations under the Contract.

### 9. Liquidated Damages (LD):

If the Service Provider fails / delays in performance of start of Service liquidated damages @ 0.25 % of monthly charges per day shall apply.

However, the amount so deducted shall not exceed, in the aggregate, the value of the performance security.

### **10.** <u>Forfeiture of Performance Security:</u>

If the Service Provider fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the SBBU may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Service Provider. Failure to supply required services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

### 11. <u>Termination for Default:</u>

If the Service Provider fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract, or engages in any illegal activities, the SBBU may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served to the Service Provider, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Service Provider; provided that the termination of the Contract shall be resorted to only if the Service Provider does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

If the SBBU terminates the Contract for default, in whole or in part, the SBBU may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the Service Provider shall be liable to the SBBU for any excess costs for such similar Services / Works. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

### 12. <u>Termination for Insolvency:</u>

If the service provider becomes bankrupt or otherwise insolvent, the SBBU may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Service Provider, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Service Provider.

### 13. <u>Termination for Convenience:</u>

The SBBU may, at any time, by written thirty (30) days' notice served on the Service Provider, terminate the Contract, in whole or in part.

The Services which are complete or to be completed by the Service Provider, within thirty working days after the receipt of such notice, shall be accepted by the SBBU. For the remaining services, the SBBU may elect:

### 14. <u>Force Majeure:</u>

Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the SBBU or of the Service Provider. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure. If by reasons of Force Majeure supplies or services cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the SBBU keeping in view all the circumstances and requirements of the SBBU.

The Service Provider shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance

/discharge of obligations under the Contract is the result of an event of Force Majeure.

If a Force Majeure situation arises, the Service Provider shall, by written notice served on the SBBU, indicate such condition and the cause thereof. Unless otherwise directed by the SBBU in writing, the Service Provider shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **Dispute Resolution:**

The SBBU and the Service Provider shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty working days, from the commencement of such informal negotiations, the SBBU and the Service Provider have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

### 15. <u>Statutes and Regulations:</u>

The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. The Service Provider shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the SBBU indemnified against all penalties and liability of any kind for breach of any of the same.

The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

### 16. <u>Taxes and Duties:</u>

The Service Provider shall be entirely responsible for all applicable taxes, duties and other such levies imposed by the concerned local provincial and federal authorities in Pakistan.

### 17. <u>Contract Cost:</u>

The Service Provider shall bear all costs / expenses associated with the preparation of the Contract and the SBBUand shall in no case be responsible / liable for those costs / expenses e.g. Contract Stamp duty charges etc.

#### 18. <u>Authorized Representative:</u>

The Service Provider may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the SBBU, or the Service Provider.

Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

Notwithstanding above Clause, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Client to disapprove such Services or Works and to give instructions for the rectification thereof.

If the Service Provider questions any decision or instruction of the Authorized Representative of the SBBU/ the Client, the Service Provider may refer the matter to the SBBU/ the Client who shall confirm, reverse or vary such decision or instruction.

### 19. <u>Special Stipulations:</u>

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SCHEDULE-A, SPECIAL STI	PULATIONS
For ease of Reference, cer	tain special stipulations are as under:
Tender Security	The Service Provider shall furnish the Tender Security as under: for the whole Tender; The Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the SBBU, as per the format provided in the Tender Document or in form of Call Deposit Receipt (CDR)/ Demand Draft (DD)/ Pay Order (P.0); for a sum 2% of total estimated price; denominated in Pak Rupees; Have a minimum validity period of one hundred and eighty days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later
Performance Security	The successful Bidder shall furnish Performance Security as under: within ten (10) working days of the receipt of the Acceptance Letter from the SBBU; in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan/Demand Draft/Pay Order/CDR/AA Rated Insurance Guarantee, as per the format provided in the Tender Document or in another form acceptable to the SBBU; denominated in Pak Rupees; Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period. The successful Tenderer shall submit a performance security for 05% of the annual contract value. The Performance Security shall be returned to the Tenderer after 60 working days after provision of services.
Signing of Contract	The SBBU shall, after receipt of the Performance Security from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within ten working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the SBBU.
Start date for operation	To provide the services on said date and time, as specified by the SBBU.
Contract Period	The contract will be for 3 years (194 Days only in the current Financial Year) (Extendable to 2 years)
Liquidated damages for failure / configuration of Services by the Service	If and when applicable, liquidated damages (LD) shall be levied for delay start date of services @ 0.25 % of the annual contract value (Monthly quoted price x 12) However, the amount so deducted shall not exceed, in the aggregate, the value of the performance security. The Liquidated Damages are attributable to such part of the Services as cannot, in
Provider	consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the SBBU, and the actual delivery date(s)
Legal Status to Work in Pakistan	The Bidder must be allowed and meet all conditions set forth by the GoP to work with all concerned parties of the private, public, and not for profit sectors.