Ministry of Federal Education & Professional Training
1st & 2nd floors, Block-‘C’, Pak-Secretariat, Islamabad.
Ph: 051-9103977

TENDER/ BIDDING DOCUMENT

For

Prequalification of Auto Workshops for Repair, Maintenance and Supply of Spare Parts for Pink Bus Fleet and Official Vehicles of the Ministry of Federal Education and Professional Training under Framework Agreement.

Closing Date and Time: 17th July, 2026 by 02:00 PM
Opening Date and Time: 17th July, 2026 at 02:30 PM

Government of Pakistan
Ministry of Federal Education &
Professional Training

PRE-QUALIFICATION OF AUTO WORKSHOPS AND FIRMS FOR REPAIR, MAINTENANCE WORKS OF PINK BUS FLEET OF THIS MINISTRY.

Ministry of Federal Education and Professional Training, Islamabad invites sealed proposals from well-reputed automobile workshops/ firms having their own workshop/ stock/ manpower and expertise based in Rawalpindi & Islamabad having registered with Income Tax and Sales Tax Departments, for their pre-qualification for the year 2026-27. The pre-qualification of workshops/ firms is required for repair and maintenance of Pink Bus fleet of this Ministry.

Only the pre-qualified firms/ automobile workshops shall be entitled to participate in the RFQ process, i.e. Invitation to Technical/ Financial Bids which will be made to the Pre-qualified firms/ automobile workshops who have signed the agreement/ contract with the M/o FE&PT.

Interested automobile workshops/ firms may download Instructions to Bidders (ITB) from the website of Ministry of Federal Education and Professional Training https://www.mofept.gov.pk and website of PPRA https://www.ppra.org.pk. The Proposals must reach this office on or before 17th July, 2026 by 02:00 pm and will be opened on the same day at 02:30 pm. Electronic proposals will not be entertained other than bids required to be submitted through PPRA e-Procurement Portal-EPADS. M/o FE&PT reserves the right to accept or reject any or all offers under PPRA rules 2004 amended time to time.

This prequalification is meant for the repair and maintenance of Pink Bus Fleet of this Ministry; however, School/Colleges of Federal Directorate of Education may adopt this prequalification of firms for repair and maintenance of buses under their utilization.

Section Officer (General)
Room No.122, Block-‘C’, Pak Secretariat,
Islamabad. Ph: 051-9103977

“PREQUALIFICATION OF AUTO WORKSHOPS”

1. Invitation to bids

The Ministry of Federal Education and Professional Training (M/o FE&PT) invites sealed bids from eligible, experienced, and tax-registered automobile workshops/firms (hereinafter referred to as the "Bidders") for the **Prequalification of Auto Workshops for the Repair and Maintenance of the Pink Bus Fleet** on an annual basis through a **Framework Agreement**, in accordance with the Public Procurement Rules, 2004 (as amended). The procurement process shall be conducted in accordance with the applicable provisions of the Public Procurement Rules, 2004, and only those bidders who successfully qualify in accordance with the prescribed criteria shall be considered for inclusion in the Framework Agreement for the provision of repair and maintenance services during the contract period.

2. Instruction to bidders

a) The prequalification process shall be conducted in accordance with **Rules 16 and 17 of the Public Procurement Rules, 2004 (as amended)**. Procurement from the prequalified firms shall subsequently be undertaken through **Framework Agreement** and **Request for Quotations (RFQ)** in accordance with the applicable provisions of PPRA Rules and the functionality available on PPRA e-PADS.

b) The prequalification Document shall be a single envelope, containing prequalification proposal. Interested firms shall submit their Prequalification Proposals electronically through PPRA e-PADS before the prescribed closing date and time. Where original documents such as Bid Security, affidavits or other documents are specifically required under PPRA Rules, **the same shall be submitted in hard copy at the address mention in this document before the deadline specified in the advertisement**. M/o FE&PT will also upload a set of prequalification documents in its website as well as E-Procurement portal of PPRA for interested bidders/contractors.

c) M/o FE&PT shall evaluate the proposal in the manner prescribed given in the document. During the evaluation no amendments in the prequalification proposal shall be permitted. After prequalification, only the prequalified Automobile Workshops/Firms shall be entitled to participate in the subsequent further procurement proceedings.

d) M/o F&PT Islamabad, at any stage the procurement proceedings, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of a firm/contractor, whether or not prequalified, may require the firm/contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as M/o FE&PT Islamabad may decide.

e) M/o FE&PT Islamabad shall disqualify a firm/contractor on the ground that he had provided false, fabricated or materially incorrect information. Bidders those will get minimum 65 marks in technical evaluation will be shortlisted for financial bids.

3. Eligibility and Prequalification Criteria

a) The bidders fulfilling the following eligibility criteria, will be declared eligible for Prequalification process which is provided as Annexure-B. In order to pre-qualify the workshops against Pre-qualification Notice for FY 2026-27, following parameters will be considered for evaluation;

i. Mandatory Eligibility Requirements

The bidder shall:

- be legally registered in Pakistan;
- possess valid NTN;

- possess active GST registration (where applicable);
- appear on Active Taxpayers List (ATL);
- not be blacklisted by any Government Agency;
- submit an affidavit regarding non-blacklisting;
- have no conflict of interest;
- have relevant experience;
- possess adequate financial capability;
- possess required workshop infrastructure;
- possess qualified technical manpower

ii. **Experience:** The interested workshops must have at least 5-years' experience in relevant field.

iii. **Quantum of Ownership:** The workshops should have their own complete setup, i.e. Garage, Secure Parking, Spare parts availability, technical experts (Electrical & Mechanical) in Islamabad and Rawalpindi. (Details of workshop is required on company letter head/profile).

iv. **Communication:** Telephone facility as well as other communication channels like internet should also be available.

v. **Volume of Business/ Financial Health:** The interested parties must have sound financial position ready to accommodate the payment cycle by Government of Pakistan.

vi. **No Blacklisting:** The firm/workshop should not be blacklisted from any Government / Semi Government department. Affidavit on stamp paper, declaring that the company is not black listed by any Govt. agency / authority (Original required) must be attached with the bid.

vii. **Physical Visit**: The Competent Authority will conduct physical visit of the premises of the workshop as part of pre-qualification.

Eligibility	Description	Qualification
Legal (**Mandatory**)	Certificate of Company/ Firm Registration/ Incorporation under the laws of Pakistan	**Mandatory**
	Valid Income Tax Registration and active return filer	**Mandatory**
	Valid general sales tax registration (Status = Active with FBR) and active return filer	**Mandatory**
	Submission of required undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan etc.	**Mandatory**
	Compliance to the technical requirement of workshop or items (all items) to be procured mentioned in this Document (Undertaking on company letter head)	**Mandatory**
	In full compliance of the Execution Schedule and Delivery period mentioned in Tender Document (Undertaking of same on company letter head)	**Mandatory**

Note - Kindly fill the annexure – A and annexure - B and attach the supporting documentary evidences as mentioned above and also in each annexure;

Annex – A: Organization Information Annex – B: Prequalification Criteria And also sign the declaration form at the end of document and attach with your other documents.

4. <u>Scope of Job</u>

i. M/o FE&PT Islamabad will offer a prequalification contract under Framework Agreement initially for one (01) year, extendable for another one (01) year subject to satisfactory performance, availability of funds and approval of the Competent Authority. Under this contract regular repair and maintenance of "Pink Bus Fleet" of this Ministry is required, the prequalified firms shall be eligible to participate in RFQs for, but not limited to: -

a) Preventive maintenance which includes Routine oil change, oil filter, air filter
b) Corrective maintenance
c) Engine overhauling
d) Electrical repairs
e) Suspension and steering repairs
f) Brake system repairs
g) Denting and painting
h) Body fabrication which includes repair of floor, roof tops, seats (repair and replacement), window glasses, wind screen (repair and replacement) and coloring of buses
i) Replacement of genuine spare parts
j) Supply and installation of new batteries for Busses of different make and models and official vehicles
k) Supply and installation of new tyres for Busses of different make and models and official vehicles
l) Wheel alignment and balancing
m) Emergency roadside assistance in case of accident / break-down
n) Any other repair and maintenance work assigned by the Procuring Agency.

ii. The contract of qualified firms can be extended up to the period of another one years on same TORs subject to the satisfactory performance and approval of competent authority.

iii. The M/o FE&PT Islamabad will ask qualified firm/contractor to participate in Request for Quotation (RFQ) for required repair and maintenance of any of bus or vehicle services as and when required.

iv. The contractor will provide financial proposal in response of RFQ for repair and maintenance including provision of work as mentioned in part "a)" of its busses or any other official vehicles.

v. The firm/contractor with lowest offered bid in response to RFQ will be awarded work order for the said repair and maintenance of bus or vehicle.

vi. The firm/contractor will provide quality spare parts within agreed timelines of purchase order during the contract period.

5. <u>Workshop requirements</u>

The workshops who are interested to apply should have the following workshop equipment's:

a) Workshop must be in full operational condition.
b) Air compressor, suitable for workshop applications.
c) Hydraulic vehicle lifts including underground inspection pit and engine lift
d) Adequate and suitable mechanic hand tool
e) Steam cleaner
f) Tyre repair machine
g) Wheel balancing machines
h) Steering alignment machine
i) Air conditioning repair machine
j) Electrical Diagnostic testing tools/scanners
k) Battery charging machine
l) Mechanic work benches
m) Accident repair, panel beating tools and painting booths
n) Standby generator

6. Terms of Reference

For repair, maintenance and purchase of spare parts for make and model of busses/vehicles, the sealed bids are invited from sale tax/income tax registered well reputed workshops. To provide uninterrupted service of buses/ vehicle repair and maintenance, firm/ contractor will agree on following terms of references;

a) The interested workshops must have at least 5-years' experience in the relevant field.

b) The workshops should have their own complete setup i.e., garage, genuine spare parts and availability of highly skilled technical experts in Islamabad and Rawalpindi.

c) Must have telephone and email facility.

d) The workshop should be registered with sale tax/income tax department; valid documents must be attached.

e) The interested parties must have sound financial position, proof may also be provided.

f) Secure garage for the official vehicles must be ensured.

g) The firm/contractor/workshop will be responsible for any loss/ damage/ theft caused to the official busses/vehicles handed over to them for their repair and maintenance work.

h) Confidentiality of all correspondences / matters must be ensured.

i) Non-black listing certificate

j) The contract will bound to provide required service within agreed timelines starting from issuance of purchase order through e-mail or in hard form. Hard copy of purchase order will also be provided.

k) A penalty of 0.02% of value of purchase order will be charged on each day delay after deadline against issued RFQ and its subsequent purchase order.

l) Income tax, GST and other applicable taxes will be deducted in accordance with the provisions of Government Rules amended time to time.

m) In case of any dispute regarding quantity, quality of service and specification, the decision of the M/o FE&PT Islamabad shall be final & binding.

n) The payment for the services will be made through cross check on the successful completion of service and receipt of invoice.

o) The workshop must nominate focal person/representative for liaison with M/o FE&PT.

p) Prequalification documents/Terms and Conditions duly signed and stamped by the owner/ authorized representative of the Firm shall also be submitted in hard form to this office other than the submission of proposal through E-Pads.

q) Bank Statement / Statement of financial position etc. to prove the financial health of the Firm.

r) Participating firms must submit security deposit amounting to Rs. 1,200,000/- (One Million and Two Hundred Thousand) in shape of Bank Draft /Pay Order in favor of DDO M/o FE&PT Islamabad hard copy of which should be presented at the time of bid opening on given date and time.

s) Non-Blacklisting Certificate in the form of an affidavit stating that the firm is not blacklisted in any Government ‘Semi government department ‘office.

t) Proof of being an active taxpayer ATL.

u) Proof of Experience on its own Letterhead duly verified by CEO or Rep. of the firm.

v) The workshop on the panel will be bound to carry out the work, when vehicle is referred to it even in odd hours. While submitting rates the workshop should clearly show the offer rates.

w) The workshop will be bound to return old spare parts in case of replacement with new.

x) Warranty period of each item replaced or repaired should be clearly mentioned in quoted rates.

y) If the same defect is arisen again the workshop will be responsible to replace it free of cost within specific period as mentioned in the TOR’s

z) Firms will be evaluated on the parameters given at para-3 of this document.

aa) The Result of prequalification will be announced under Rule-16 of PPRA rules 2004 amended time to time.

7. Guidelines

a. Only short-listed firms/ contractors/ applicants will be considered for award of pre-qualification contract.

b. All documents and information received by M/o FE&PT Islamabad from applicants will be treated in strictest confidence.

c. All expenses related to participation in this prequalification document shall be borne by the applicants.

d. Documents shall also be submitted in hard form at the time of bid opening other than the submission through E-Pads.

e. M/o FE&PT Islamabad reserves the right to request submission of additional information from applicants in order to clarify/further understand aspects of technical proposal, if required.

f. M/o FE&PT Islamabad reserves the right to verify any information provided by the firm/contractor/applicants.

g. Questions about prequalification proposal can be made only in writing. For any other related information please contact the undersigned.

Postal Address
Section Officer (G&P)
Ministry of Federal Education and Professional Training
Address: Room No. 131, Block-C, First Floor,
Sector G-5, Pakistan Secretariat, Islamabad
Phone: (051) 9204248, 9103977

8. Declaration

Kindly provide the declaration as per format provided below at the end of proposal. I, hereby declare that:

- all the information provided in the technical proposal is correct in all manners and respects
- and I am duly authorized by the Governing body/Board/Management to submit this proposal on behalf of " [type the name of organization] "

Name	
Firm or Company Name	
Designation	
Signature	
Date	

9. Submission of Prequalification Proposal

Complete proposal containing technical details; all required information and documentary evidences may be submitted through E-Pads and hard copies of document may also be submitted to the office of undersigned before 02.00 pm _______, 2026. The proposals will be opened on same day at 02:30 pm in the presence of bidders who wish to attend. The proposal should be submitted in sealed envelope clearly mentioned "Prequalification of Auto Workshops"

10. Performance Guarantee

Prequalified vendors/contractors submit performance guarantee amounting to Rs. 2,000,000/- (Two Million) in shape of Demand Draft (DD) / Call Deposit Receipt (CDR) from a scheduled bank in favor of DDO M/o FE&PT within 15 days after award of contract.

Cover Letter for the Submission of Prequalification / Technical Proposal

[Firm letterhead] [Date]

To
Section Officer (G&P)
[Address mentioned in Data Sheet]

Re: Technical Proposal in respect of [Insert title of assignment]

Dear Sir,

We offer to provide the Services for [Insert title of assignment] in accordance with your Tender for Proposal dated [Insert Date of Tender advertised]. We hereby submit our technical Proposal and financial proposals including the required documents in a sealed envelope. We hereby declare that all the information and statements made in these proposals are true and accept that any misinterpretation contained therein may lead to our disqualification. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. We undertake that we will initiate the services as per the client's request if our proposal is accepted. We understand that you are not bound to accept any or all proposals you receive.

Thank you. Yours sincerely, Signature

Name and title of signatory:

Important Note: The competent authority may reject all proposals at any time prior to the acceptance of a bid or proposal. M/o FE&PT Islamabad shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.

Annexures

Annexure A

Organization Information		
S #	**Required Information**	**Response**
1.	Legal name of the Auto Workshop 3	
2.	Year of Registration/ Establishment of the Organization	
3.	National Tax Number	
4.	General Sales Tax (GST) Number	
5.	Name and designation of ‘Head of Organization’	
	Mobile:	
	Phone/s:	
	Email:	
	Fax:	
	Address of organization:	
	Website address:	
6.	Name and designation of ‘Contact Person’:	
	Mobile:	
	Phone(s):	
	Email:	
	Fax:	

Annexure B

Pre-Qualification Criteria				
S #	**Description**	**Category Points**	**Total Points**	**Documents Required**
	Relevance Experience		20	Copies of work orders OR Start of workshop on company letter head OR NTN certificate
1.1	5 years’ experience	10		
1.2	6-8 year experience	15		
1.3	9-12 years’ experience	20		
2	**Financial Capability**		20	Copies of last year’s tax returns or Bank statement is required
2.1	Bank Statement worth if up to 10 million PKR	10		
2.2	if more than 10 million & up to 20 million PKR	15		
2.3	If more than 20 million & up to 30 million PKR	20		
3	**Total Clientswith Company**		20	List of clients on signed company letter head required.
3.1	If 5-10 clients	10		
3.2	If 11-15 clients	15		
3.3	If 16- 20 clients or more	20		
4	**Workshop**		20	Details of workshop facilities on signed company letter head is required.
4.1	Mechanical workshop	10		
4.2	Electrical workshop	15		
4.4	Parts Shop	20		
5	**Working Staff**		20	List of working staff on signed company letter head is required.
5.1	Working staff if 1 to 3	10		
5.2	If 4-6	15		
5.3	If 7-10	20		
		Total Marks:	100	
Total Marks: 100 Qualification Marks 70 Firms obtaining **70% of the total technical evaluation score** shall qualify for enlistment.				

11. GENERAL OR SPECIAL CONDITIONS

1.1. Contract Documents and Information

The Firm/Contractor shall neither disclose any document, specification, sample, information nor make use of the Contract or disclose any of the provisions contained therein, furnished by or on behalf of the Purchaser, without prior permission of the Purchaser, to any person other than a person employed by the Contractor in performance of the Contract and such disclosure shall be only for purpose of performance of the Contract.

1.2. Contract Language

The language of the Contract and other relevant documents between the Firm/Contractor and the Purchaser shall be in English.

1.3. Performance Security

The firms prequalified under this contract shall submit Performance security @ Rs. 2,000,000/- (Two Million) in shape of Demand Draft (DD) / Call Deposit Receipt (CDR) which will be submitted in the name of DDO Ministry of Federal Education and Professional Training within 15 days of award of contract.

1.4. Standards

The Items provided/supplied under the Contract shall be genuine and conform to latest quality standards.

1.5. Commercial Availability

The commercial availability of the Items required to be supplied under the Contract shall be ensured at the time of signing of the Contract.

1.6. Patent Rights

The Firm/Contractor shall indemnify and hold the Purchaser harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use/supply of the Items or any part thereof.

1.7. Execution Schedule

The Firm/Contractor shall ensure delivery of Items mentioned in the Prequalification Document on top priority according to the specified period in each RFQ/Work Order depending upon the nature of repair, intimation/receipt of work order.

1.8. Delivery

- The Firm/Contractor shall deliver the Items at M/o FE&PT and any other location specified by the purchaser according to purchase/service order as specified by the Purchaser.
- The Firm/Contractor shall be responsible for physical custody of the Items until the delivery, testing and taking over of the Items is complete
- The Items shall be delivered completely by the Firm/Contractor and if there is any apprehension of incomplete delivery, the Firm/Contractor shall complete the missing delivery immediately at his expenses.
- The Firm/Contractor is required to provide a comprehensive logistics plan including supporting details regarding transportation, mobilization and personnel scheduling during warranty period.
- The Firm/Contractor shall arrange and pay for the transport and maintenance of the Items to the place of destination as specified in the Contract.

1.9. Inspection and Testing

Inspection Committee shall inspect and test the Items at the time of delivery in order to verify their conformity to the Technical Specifications. The Purchaser may reject the Items if they are not in conformity to the Technical Specifications, in any test(s) or inspection(s) and the Firm/Contractor shall either replace the rejected Items or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Purchaser.

The Purchaser's post-delivery right to inspect, test and, where necessary, reject the Items shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Items

Nothing contained in this document shall, in any way, release the Firm/Contractor from any Warranty or other obligations under the Contract.

1.10. Warranty

i. The Firm/Contractor shall warrant that all spare parts, consumables, accessories, and materials supplied under the Contract are **new, genuine, unused, free from defects in material and workmanship**, and sourced through authorized manufacturers, distributors, or dealers, unless otherwise specified in the Contract. The Firm/Contractor shall ensure that all repair and maintenance services are performed in accordance with recognized industry standards, using qualified technical personnel and appropriate equipment.

ii. The warranty period for all newly supplied spare parts shall be **not less than twelve (12) months**, or the manufacturer's standard warranty, whichever is longer, commencing from the date of satisfactory completion of the repair work and acceptance by the Purchaser. The warranty period for repair workmanship shall be **not less than ninety (90) days**, unless a longer period is specified in the relevant Work Order or Request for Quotation (RFQ).

iii. If any defect, malfunction, or failure attributable to defective spare parts, poor workmanship, or non-compliance with the Contract is identified during the warranty period, the Purchaser shall notify the Firm/Contractor in writing. Upon receipt of such notice, the Firm/Contractor shall, **within twenty-four (24) hours**, inspect the reported defect and, **within the time specified by the Purchaser or as mutually agreed depending on the nature of the repair**, rectify, repair, or replace the defective parts or workmanship **at no additional cost** to the Purchaser, including all labour, transportation, testing, and associated expenses.

iv. The replacement or repaired components shall be covered by a fresh warranty equivalent to the original warranty period or the remaining warranty period, whichever is more beneficial to the Purchaser.

v. The Firm/Contractor shall provide all applicable manufacturer's warranty certificates, product literature, and supporting documentation, where applicable, in the name of the Purchaser at the time of completion of the work. Failure to honour the warranty obligations shall constitute a breach of contract and may result in the imposition of contractual remedies, including recovery of costs, forfeiture of performance security, and other actions permissible under the Public Procurement Rules, 2004 (as amended).

1.11. Ownership of Supplied Items and Replaced Components

All spare parts, components, accessories, consumables, and other items supplied and installed by the Firm/Contractor under the Contract shall become the exclusive property of the Purchaser upon satisfactory installation, inspection, acceptance, and certification by the

authorized representative of the Purchaser.
All defective, worn-out, damaged, or replaced parts removed from the Purchaser's vehicles during repair and maintenance shall remain the property of the Purchaser. The Firm/Contractor shall return all such replaced components to the Purchaser along with the repaired vehicle unless otherwise directed in writing by the Purchaser or the Inspection Committee.
Where the Purchaser authorizes the disposal, scrapping, or retention of replaced components by the Firm/Contractor, such authorization shall be obtained in writing prior to disposal or retention. The Firm/Contractor shall not dispose of, reuse, sell, exchange, or otherwise transfer any replaced components without the prior written approval of the Purchaser.
Any replaced component retained by the Firm/Contractor without the written authorization of the Purchaser shall be deemed unauthorized and may constitute a breach of contract, rendering the Firm/Contractor liable to contractual remedies under the Contract and the applicable provisions of the Public Procurement Rules, 2004 (as amended).

1.12. <u>Defects Liability Expiry Certificate</u>

Upon expiry of the applicable warranty period and after the successful discharge of all contractual obligations, including the rectification of all defects and deficiencies notified during the warranty period, the Firm/Contractor may submit a written application to the Purchaser, with a copy to the Client, requesting the issuance of a **Defects Liability Expiry Certificate**.
Within **seven (07) working days** of receipt of the application, the Client, in consultation with the Purchaser and the designated Inspection Committee, shall verify that all contractual obligations have been satisfactorily fulfilled and shall either:

a) issue the **Defects Liability Expiry Certificate**, confirming that:
    - the warranty period has expired;
    - all repair and maintenance services and supplied spare parts have satisfactorily performed during the warranty period;
    - all notified defects and deficiencies have been rectified to the satisfaction of the Purchaser; and
    - the Firm/Contractor has fulfilled all obligations under the Contract; or
b) reject the application by issuing a written notice specifying the reasons for rejection, identifying the outstanding defects, deficiencies, or contractual obligations to be fulfilled, and prescribing the period within which the Firm/Contractor shall complete the required remedial work.

The Defects Liability Expiry Certificate shall be issued only after the Purchaser is satisfied that the Firm/Contractor has fully complied with all contractual, technical, and warranty obligations under the Contract. Issuance of the Certificate shall constitute final acceptance of the completed services, without prejudice to the Purchaser's rights under the Contract or applicable laws in respect of any latent defects, fraud, misrepresentation, or warranties that survive the expiry of the warranty period.

1.13. <u>Payment</u>

The Firm/Contractor shall submit an original tax invoice together with all supporting documents required for processing of payment, including, but not limited to, the Work Order/Purchase Order, Delivery Challan (where applicable), Job Completion Report, Inspection and Acceptance Certificate, warranty certificates (where applicable), and any other documentary evidence required by the Purchaser. The invoice shall clearly specify the Work Order/Purchase Order number, vehicle registration number, description of repair and maintenance services performed, spare parts supplied, quantities, unit rates, applicable taxes, and the total amount claimed in accordance with the approved Financial Proposal and Price Schedule.

The Purchaser shall process and make payment of the verified amount within **thirty (30) days** from the date of receipt of a complete and undisputed invoice together with all required supporting documents, subject to the availability of budgetary allocation and completion of all codal formalities.

Payments shall be made in **Pakistani Rupees (PKR)** through the Government's prescribed payment mechanism, including electronic funds transfer (EFT), treasury payment, crossed cheque, or any other mode authorized under the applicable Government financial rules.

All payments shall be subject to the deduction of applicable taxes, duties, levies, withholding taxes, and other statutory deductions in accordance with the laws, rules, regulations, and Government policies of Pakistan in force at the time of payment. The Firm/Contractor shall be solely responsible for compliance with all applicable tax and statutory obligations arising under the Contract.

1.14. <u>Price</u>

The prices quoted by the Firm/Contractor in response to the RFQ in its Financial Proposal shall be **firm, fixed, and binding** throughout the validity of the RFQ, and shall not be subject to any escalation, adjustment, or revision unless expressly permitted in writing by the Purchaser in accordance with the applicable provisions of the Public Procurement Rules, 2004 (as amended).

All prices quoted shall be deemed to include all costs associated with the execution of the obligation as required in purchase order, except those taxes and duties which are specifically identified as recoverable or payable separately under the applicable laws of Pakistan.

No additional payment shall be admissible on account of fluctuations in market prices, exchange rates, labour charges, transportation costs, fuel prices, or any other factor affecting the cost of performance.

The Firm/Contractor shall provide repair and maintenance services and supply genuine spare parts strictly in accordance with the rates quoted in the approved Price Schedule or the rates accepted against each Request for Quotation (RFQ), as applicable.

1.15. <u>Contract Amendment</u>

The Purchaser may at any time, by written notice served to the Firm/Contractor alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.

The Firm/Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Firm/Contractor with a copy to the Client.

The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

No variation or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

1.16. <u>Assignment/Subcontract</u>

The Contractor/Firm shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent. The Contractor/Firm shall guarantee that any and/or all assignees / subcontractors of the Contractor/Firm shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

1.17. Liquidated Damages

If the Contractor/Firm 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 Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.01% of the total Contract Price which is attributable to such part of the Items, in 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 Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

1.18. Blacklisting

If the Contractor/Firm 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 found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Public Procurement Rules, 2004 amended time to time.

2. Termination for Default

If the Contractor/Firm 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 Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor/Firm with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor/Firm 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 Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Items, similar to those undelivered, and the Contractor/Firm shall be liable to the Purchaser for any excess costs for such similar Items. However, the Contractor/Firm shall continue performance of the Contract to the extent not terminated.

3. Termination for Insolvency

If the Contractor/Firm becomes Bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor/Firm with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

4. Force Majeure

For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of a party and which makes a party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.

If a Force Majeure situation arises, The Contractor/Firm shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor/Firm 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.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

5. Dispute Resolution and Redressal of Grievances by the Procuring Agency

The Procuring Agency shall constitute a **Grievance Redressal Committee (GRC)** comprising an odd number of members possessing the requisite authority, expertise, and independence to consider and decide complaints submitted by bidders in accordance with the Public Procurement Rules, 2004 (as amended).

Any bidder aggrieved by any act or decision of the Procuring Agency after submission of its bid may submit a written complaint to the Grievance Redressal Committee within **ten (10) days** of the issuance of the Bid Evaluation Report or the occurrence of the grievance, as prescribed under the applicable PPRA Rules.

The Grievance Redressal Committee shall examine the complaint, provide an opportunity of hearing to the concerned parties where necessary, and communicate its reasoned decision in writing within **fifteen (15) days** of receipt of the complaint or within such period as may be prescribed under the applicable PPRA Rules.

The submission of a complaint shall not, by itself, suspend or delay the procurement process or execution of the procurement contract, unless otherwise directed by the Competent Authority or required under the Public Procurement Rules, 2004 (as amended).
Following the execution of the Contract, the Purchaser and the Firm/Contractor shall make every reasonable effort to resolve amicably, through good faith consultation and mutual negotiation, any dispute, controversy, or claim arising out of or in connection with the interpretation, implementation, performance, or breach of the Contract.

Where an amicable settlement cannot be reached within **thirty (30) days** from the commencement of negotiations, either party may seek such legal remedy or initiate proceedings before a court of competent jurisdiction in Pakistan, without prejudice to any rights or remedies available under the Contract, the Public Procurement Rules, 2004 (as amended), or any other applicable law.

6. Taxes and Duties

The Contractor/Firm shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax/Sales Tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

7. Contract Cost

The Contractor/Firm shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses. The successful Bidder(s) shall provide legal Stamp Papers of relevant value according to Government of Pakistan.