

## **REQUEST FOR PROPOSAL**

**FOR**

**HIRING OF AN INSURANCE COMPANY FOR INSURANCE COVER TO THE  
VICTIMS OF ANY STAGE CARRIAGE**

**TRANSPORT & MASS TRANSIT DEPARTMENT  
GOVERNMENT OF SINDH**



3<sup>rd</sup> Floor, Sindh Secretariat No. 2, (Tughlaq House), Karachi.

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**RFP DOCUMENTS:**

*Part-I (Technical)*

*Part-II (Financial).*

15<sup>th</sup> October 2024





GOVERNMENT OF SINDH  
TRANSPORT & MASS TRANSPORT  
DEPARTMENT

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| <b>I. DEFINITIONS</b>                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bid / PROPOSAL</b>                 | Means a tender or an offer by a person, consultant, firm, Insurance Company or organization expressing willingness to undertake a specified task at a price in response to an invitation by T&MTD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Bid with Lowest Evaluated Cost</b> | Means the bid quoting lowest cost amongst all those bids evaluated to be substantially responsive                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Bidder</b>                         | Means a person or entity, insurance company submitting a bid or proposal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Bidding Documents</b>              | Means all Request for Proposal (RFP) documents provided to the interested bidders to facilitate them in preparation of their bids in a uniform manner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Bidding Process</b>                | Means the procurement procedure under which sealed bids are invited, received, opened, examined, and evaluated to award a contract / Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Blacklisting</b>                   | Means barring a bidder, Insurance Company, contractor, consultant, or supplier from participating in any future procurement proceedings is free of any blacklisting and legal litigations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Calendar Days</b>                  | Means days including all holidays                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Conflict of Interest</b>           | Means <ul style="list-style-type: none"> <li>(i) Where a insurance firm contractor, supplier or consultant provides or could provide, or could be perceived as delivering biased professional advice to Transport &amp; Mass Transit Department (T&amp;MTD) to obtain an undue benefit for himself or those affiliated with him.</li> <li>(ii) Receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract.</li> <li>(iii) Any engagement in consultation or other procurement activities of a insurance company, contractor, consultant, or Insurance Company that conflicts with his role or relationship with the T&amp;MTD, under the contract.</li> <li>(iv) Where an official of the T&amp;MTD, engaged in the procurement process has a financial or economic interest in the outcome of the process Of procurement, directly or indirectly;</li> </ul> |





|                   |                                                                                                                                                                                                                                       |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contract</b>   | Means an agreement enforceable by law and includes General and Special Conditions, regarding this assignment / contract / Agreement.                                                                                                  |
| <b>Contractor</b> | Means a person, firm, insurance company, or organization that undertakes to executeworks including services related to it, other than consulting services, Incidental to or required for the contract being undertaken for the scope. |

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Corrupt and Fraudulent Practices</b> | <p>Means either one or any combination of the practices given below.</p> <ul style="list-style-type: none"> <li>(i) <b>Coercive Practice:</b> means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause an unlawful loss to another party.</li> <li>(ii) <b>Collusive Practice:</b> means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the T &amp; TMD to establish prices at artificial, non-competitive levels for any wrongful gain.</li> <li>(iii) <b>Corrupt Practice:</b> means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain.</li> <li>(iv) <b>Fraudulent Practice:</b> means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.</li> <li>(v) <b>Obstructive Practice:</b> means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement / hiring / engagement process , or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from U&amp;B Department the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the rules and policies.</li> </ul> |
| <b>Emergency</b>                        | Means natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery, or engineering infrastructures, which may give rise to an abnormal situation requiring prompt and immediate action to limit or avoid damage to person(s), property or the environment;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|                               |                                                                                                                     |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>Services</b>               | Actions related to the provider of services, if the value of these services does not exceed the value of such cost; |
| <b>Government</b>             | Means the Government of Sindh.                                                                                      |
| <b>T&amp;MTD Department</b>   | Means Transport & Mass Transit Department                                                                           |
| <b>Head of the Department</b> | Means the <i>administrative</i> head of the department                                                              |





|                                     |                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Lowest Evaluated Bid</b>         | Means a bid for required services having the lowest evaluated cost among the substantially responsive bids                                                                                                                                                                                                                                                               |
| <b>Lowest Submitted Price</b>       | Means the price quoted in a bid, which is otherwise not substantially responsive                                                                                                                                                                                                                                                                                         |
| <b>Notice Inviting</b>              | Means the notice for Expression of Interest (EoI) issued by T&MTD department, through publication in the newspapers or through electronic means to invite bids, or proposal, applications for pre- qualifications, or expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Prequalification or Request for Expression of Interests; |
| <b>Open Competitive Bidding</b>     | Means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested persons, firms, insurance companies, or organizations may bid for the contract and includes both National and International Competitive Biddings                                              |
| <b>Services</b>                     | Means any object of procurement other than goods or works, and includes consultancy & other services as per requirement.                                                                                                                                                                                                                                                 |
| <b>Substantially Responsive Bid</b> | Means the bid that contains no material differences or deviations from, or reservations to, the terms, conditions and specifications given in the bidding Documents                                                                                                                                                                                                      |
| <b>Supplier</b>                     | Means a Insurance company, or an organization that undertakes to (Insurance Coverage) and services related thereto, other than consulting services, required for The contract                                                                                                                                                                                            |
| <b>Value for Money</b>              | Means best returns for each rupee spent in terms of quality, timeliness, reliability, service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet Government's Requirements.                                                                                                                                                    |







II.

**ABOUT THE ASSIGNMENT**

The mobility and safety challenges posed by rapid urbanization and increased population have brought challenge of safe travelling, especially for the people travelling through stage carriages, hence, keeping in view, the Government has made necessary amendment in the Laws for provision of insurance coverage for the travelers of commercial vehicles. The T&MTD, therefore, intends to engage a reputable Insurance Company (registered with SECP) to provide an insurance coverage for passengers traveling on Stage carriages registered in Sindh,

The provision for Insurance cover for the passengers of stage carriers having rout permits for Inter province or intra province stems from the Section 49 of the Motor Vehicle Ordinance, 1965 and Thirteenth Schedule which provides for compensation to the victims of the accidents.

The Provincial Transport Authority (PTA) Sindh and Regional Transport Authority (RTA) in Sindh issue route permits for stage carriages under the provision of section-49 of the Motor Vehicle Ordinance 1965, which says: 'where an application for a stage carriage permit conforming to the provisions of this Ordinance has been received by the Provincial or the Regional Transport Authority, as the case may be, it may, on the payment of the prescribed fee, and furnishing of a **Bank Guarantee** to its satisfaction for the payment of any compensation which the applicant may be required to pay under the provision of this Ordinance, grant a permit to the applicant in the prescribed form in respect of motor vehicle specified in the application.

This practice of Bank guarantee which was usually provided by the **Sindh Bus Owners Cooperative Society** on behalf of the Bus Owners, has been substituted with a certificate of Group Insurance issued by a Registered Insurance Company by amending sections-49 of MVO-1965 under the Amendment Act, 2015 duly notified in the official gazette by the government. However, by amendment in the Thirteenth Schedule of the Motor Vehicle Ordinance, 1965 the rates of the compensation payable on Death or injury to a passenger in a stage contract carriage have also been increased as provided in the EOI/RFP

Moreover, the Section-67 of the MVO-1965 deals with the compensation for the death of, or injury to, a passenger: (1) In the case of death of or injury to a passenger in a stage carriage or a contract carriage, other than a contract carriage constructed, adapted or used to carry not more than six passengers including the driver, arising out of the use of such carriage, the holder of the permit or, in the absence of the permit, the owner of the carriage shall pay, as compensation to the passenger or the legal representatives of the passenger, the amount specified in the Thirteenth Schedule. (2) The compensation payable under sub-section (1) shall be in addition to any sum which the person entitled to receive compensation may receive or be eligible to receive under a policy of insurance under the provisions of section 95 of the Motor Vehicles Act, 1939. The payments of claims will be decided by the Claims Tribunal which the Government may, by notification in the official Gazette, constitute for such area or areas as may be specified in the notification, for the purpose of adjudicating upon claims for compensation under section 67.

The procedure to be followed by the Insurance Firms for the claims should be as per the criteria mentioned in the 67 of the MVO-1965.

The Brief is only for understanding of the Bidders and will not affect any conditions/criteria set in the RFP







### III- EXPRESSION OF INTREST

#### GOVERNMENT OF SINDH TRANSPORT & MASS TRANSITDEPARTMENT

#### HIRING OF AN INSURANCE COMPANY FOR INSURANCE COVER TO THE VICTIMS OF ANY STAGE CARRIAGE.

Transport & Mass Transit Department (T&MTD), Government of Sindh has been striving diligently for providing a safe, secure and robust transportation system to the people of Sindh by improving road safety, increasing public transport coverage, quality service and reducing environmental pollution, which it perceives as extremely important for Sindh's economic progress and improvement of quality of life. The mobility and safety challenges posed by rapid urbanization and increased population have brought challenge of safe travelling, especially for the people travelling through stage carriages, hence, keeping in view, the Government has made necessary amendment in the Laws for provision of insurance coverage for the travelers of commercial vehicles.

The T&MTD, therefore, intends to engage a reputable Insurance Company (registered with SECP) to provide an insurance coverage for passengers traveling on Stage carriages in Sindh, pursuant to Section 49 of the Motor Vehicle Ordinance, 1965 and amendment Act-2015 as per the compensation rates payable to a passenger or his relative in the event of their death or injury while traveling on a Stage carriage, by amendment in section 49 and the Thirteenth Schedule in the Motor Vehicle Ordinance, 1965, under amendment Act-2015 as under:

| S# | Nature of Physical Damage        | Compensation | S# | Nature of Physical Damage                  | Compensation |
|----|----------------------------------|--------------|----|--------------------------------------------|--------------|
| 1. | Death                            | 500,000      | 11 | Loss of all fingers of one foot            | 50,000       |
| 2. | Loss of arm at or above elbow    | 65,000       | 12 | Loss of index finger                       | 40,000       |
| 3. | loss of arm below the elbow      | 50,000       | 13 | Loss of any finger other than index finger | 38,000       |
| 4. | loss of leg at or above the knee | 65,000       | 14 | Permanent disfiguration of the face & head | 50,000       |
| 5. | Loss of leg below the knee       | 60,000       | 15 | Fracture or dislocation of a bone          | 40,000       |
| 6. | Loss of both legs.               | 140,000      | 16 | Emasculation                               | 50,000       |
| 7. | Permanent loss of hearing        | 65,000       | 17 | Loss of one tooth                          | 12,500       |
| 8. | Loss of one eye                  | 75,000       | 18 | Loss of two or more tooth                  | 25,000       |





|    |                   |         |    |                                                                                                                                                                               |        |
|----|-------------------|---------|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 9. | Loss of both eyes | 250,000 | 19 | Any Injury which, endangers life or which causes the suffers to be, during the space of twenty days, severe bodily pain or renders him unable to follow his ordinary pursuit. | 25,000 |
| 10 | Loss of thumb     | 40,000  | 20 | Any Injury not specified above.                                                                                                                                               | 10,000 |
|    |                   |         | 21 | Loss of hand                                                                                                                                                                  | 50,000 |

#### **Scope of work:**

- The Insurance Company requires to immediately process the claims of Victims of Stage Carriages having met an accident during insurance cover period as and when received from the Head of the Claims Tribunal constituted by the Department under Section 67-A of the MVO-1965.
- The Insurance Company requires to establish multiple desks equipped with necessary Equipment's & accessories at each Divisional levels in Sindh Province to issue vehicle owners/ registered insurance certificates before the Department issues/renews route permits, as further outlined in the RFP Document.
- The Insurance certificate to the Stage Carriage will be a pre-requisite for issuance/renewal of route permits on intracity or inter-provincial routes.
- The Value addition in the form of support by the Insurance company without additional cost for:
  - i) Identifying the Vehicles plying without route permits/Insurance certificates will be encouraged. It may also increase the premium of the Company.
  - ii) To provide IT Support to the PTA office for improving its working
  - iii) To automotive insurance premium payment services.
  - iv) Any other services offered.

#### **Proposed Premium per vehicle.**

- Amount/premium to be charged per Stage Carriage from the Transporter/Owner will be equivalent to fee charged for route permit/ renewal or as agreed in the contract.

| S.No | Vehicle Category | Proposed Premium/Stage carriage                |
|------|------------------|------------------------------------------------|
|      | AC Bus A Class:  | Rs. 3000/- at the time of Route Permit/Renewal |
|      | AC Van A Class:  | Rs. 2500/- at the time of Route Permit/Renewal |
|      | Non-AC A Class:  | Rs. 2000/- at the time of Route Permit/Renewal |
|      | Non-AC B Class:  | Rs. 1300/- at the time of Route Permit/Renewal |





### **RFP Submission Procedure:**

- Interested Insurance companies having valid Registration Certificates from the Securities and Exchange Commission of Pakistan (SECP) are eligible for applying.
- The offers are open to all eligible insurance companies as defined in the RFP Document. Interested companies may acquire RFP Document (on payment of Rs.3000) from the 3<sup>rd</sup> day of publication of this EoI/ RFP, either: (a) physically, by submitting a written application during office hours 9 am to 5pm at the address given below; or (b) electronically, by downloading from the T&MTD website given below.
- Interested Insurance Companies are required to submit sealed RFP comprising of:
  - i. Technical Part-I (Original + One Set of Duplicate)
  - ii. Financial Part-II (Original + One Set of Duplicate)
- The Technical Proposal along with Complete Company profile and required supporting documents (as applicable and identified in the RFP Document),
- The Financial Proposal along with offer coverage amount as per Schedule-AA+
- Sealed proposal (Technical & Financial) no later than 12:00 hours PST on 5<sup>th</sup> November,2024 at the address provided below.
- Electronic offers will not be permitted.
- Late offers will be rejected.
- Only Technical Proposals will be opened on the Offer Submission Deadline at 12:30 hours PST on 5<sup>th</sup> November,2024 in the presence of Offers designated representatives, who choose to attend,
- After completion of evaluation of Technical Proposals, as per the applicable eligibility criteria mentioned in the RFP Documents, the shortlisted firms shall be invited to attend the opening of the Financial Proposals.
- Offers shall remain valid for sixty (90) days from the Offer Submission Deadline and shall be accompanied by a Bid Security of no less than PKR 15,000,000 (Pak rupees Fifteen million only) in the form of pay order/demand draft/bank guarantee, issued by a scheduled bank in Pakistan in favor of the **'Secretary, Transport & Mass Transit Department, Govt. of Sindh**. The Offers will be valid for a further twenty-eight (28) days beyond the bid validity period.
- The Department reserves all rights to:
  - (a) suspend, cancel, discontinue, modify, extend, or reinstate the RFP Process;
  - (b) accept or reject any offer or disqualify any or all Offers;





#### IV) INSTRUCTION TO BIDDERS (ITB):

**A. Correspondence Address:** Proposals must be sent at the address below:

*Section Officer (Transport-I / General),  
Transport & Mass Transit Department,  
2<sup>nd</sup> Floor, Sindh Secretariat No. 2,  
Karachi.*

A complete set of Request for Proposal (RFP), document may be obtained by interested bidders, insurance Companies with fee of PKR. 3000/ Rupees Three Thousand only (*non-refundable*) on submission of a written application to the above office from 17<sup>th</sup> October 2024 to 4<sup>th</sup> November, 2024 during office hours. Interested bidders may obtain further information from and inspect the RFP documents at address mentioned above.

Sealed Bids must be delivered to the above office on or before **12.00. p.m. on 5<sup>th</sup> November, 2024** and ***Bid Security must be submitted of PKR 15 Million (Lump sum) in form of pay-order or bank guarantee and other mandatory information as mentioned in Annexure-I of bidder's eligibility.***

**B. Eligible Bidders:** All the bidders / Insurance companies duly registered with SECP in category AA+ and based in Pakistan governed by rules, laws and statutes of the Government of Pakistan.

#### **C. Corrupt Practice**

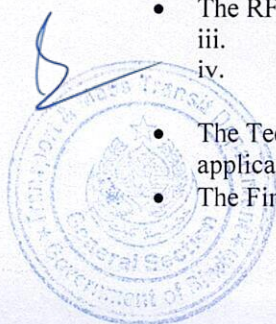
- i. Transport & Mass Transit Department requires that Bidders *shall* observe the highest standard of ethics during the procurement and execution of the contract and should refrain from undertaking or participating in any corrupt or fraudulent practices.
- ii. The Department will reject a proposal for award if it determines that the bidder recommended for the award was engaged in any corrupt practices or has been blacklisted under the Sindh Public Procurement Rules 2010 in competing for the contract in question.

*Any false information or mis-statement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.*

#### **D. Preparation of Bids:**

This is the **One Stage - Two Envelope**

- The bid shall comprise a single package containing ELIGIBILITY CRITERIA (Annexure-I and Annexure-II) duly filled in all respect Technical & Financial Proposal:
- The RFP Proposal comprising of:
  - iii. Technical Part-I (Original + One Set of Duplicate)
  - iv. Financial Part-II (Original + One Set of Duplicate)
- The Technical Proposal along with Complete Company profile and required supporting documents (as applicable and identified in the RFP Document),
- The Financial Proposal along with offer coverage amount as per Schedule-AA+





- Sealed Bid / Proposal (Technical & Financial) no later than 12:00 hours PST at **5<sup>th</sup> November, 2024** at the address provided below.
- Electronic offers will not be permitted.
- Late offers will be rejected.

i. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid. However, DEPARTMENT will not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

ii. **Language of bid:** The bidders prepare the bid, and all correspondence and documents exchanged by the bidder and Department must be written in English.

iii. **Financial Proposal:** The Financial Proposal shall be prepared using the standard form attached, duly signed by the bidder, or authorized representative. Standard Forms for Financial Proposal.

iv. **Bid Currency:** The price shall be quoted in PAK RUPEE (PKR).

v. **Bid Security / Bank Guarantee:** shall require the bidders to furnish the Bid Security of Rs.15 Million (*Lump sum*), in the shape of Pay Order or Irrevocable Bank Guarantee acceptable to the bank, which shall remain valid for a period of twenty-eight (28) days beyond the validity period for bids, to provide the TMTD Department reasonable time to act if the security is to be called.

- a) Average Turnover of Rs.500.000 Million ( for the last three(03) years) and turn over must be validated from audited Chartered accountant firm should be attached to the bidding document.
- b) The TMTD shall reject any bid not accompanied by an acceptable Turnover as non-responsive.
- c) If a Bidder withdraws its bid during the period of its validity specified by the bidder on the Bid Form; or
- d) In the case of a successful bidder fails to comply the following bid security shall be forfeited:
  - i. Sign the contract in accordance with Annexed details
  - ii. Does not abide by the terms of Contract Agreement
  - iii. Does not submit the required performance security

- **Bid Validity:** Bids shall remain valid for ninety (90) days. The Offers will be valid for a further twenty-eight (28) days beyond the bid validity period.

Whenever an extension of the bid validity period is requested, a bidder shall have the right to refuse to grant such an extension and withdraw his bid, and bid Security / Bid security shall be returned forthwith;

Bidders who agree to an extension of the bid validity period shall also extend the validity of the bid security for the agreed extended period of the bid validity.





**E. Submission of Bids:**

- i. Sealing and Marking of Bids:** This is the Single Stage - Two Envelope. The Bidders are required to submit separate sealed Technical Proposal and separate sealed Financial Proposal on the given date and time.
- ii. Response Time:** Bidders are required to submit their Bids within specified time and date as mentioned in the publication of Notice Inviting / Expression of Interest (EoI) as per National Competitive Bidding. TMTD Department will receive bids at the address specified within office hours.
- iii. Extension of Period for Submission of Bids:** Department may extend the deadline for submission of bids only if one or all of the following conditions exist.
  - In case if fewer than three bids have been submitted, and Department is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened;
  - If the Department is convinced that such extraordinary circumstances have arisen due to a law-and-order situation or a natural calamity, the deadline should be extended.

✓





**A. Clarification of Bidding Documents:**

Bidders may seek clarifications and send questions about the bid to

**B. Amendment of bidding document:**

At any time before the deadline for submission of bids, the Procuring agency, for any reason, whether at its initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment. All interested bidders who have received the bidding documents will be notified of the amendment in writing and binding on them. To allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

**C. Copies of the bids to be submitted by the bidder:**

The bidder shall submit one (01) original bid and (01) copy. All pages of the bid must be numbered in sequence, signed/initialled by the authorized personnel of the bidder. In addition to signing/initialing, the key documents of the bid shall be stamped or sealed. Bids submitted without stamping/sealing and signing/initialing the key document shall be rejected. **Transport & Mass Transit Department, reserves the right to reject/accept those bids that are not accompanied by one copy and not contain signing/stamping.**

**D. Submission of Bids:** The sealed envelopes shall bear the name and address of the Bidder, the tender reference number, and the subject of the procurement.

If envelopes are not sealed and marked as required, Department will assume no responsibility for the misplacement or premature opening of the bid.

A sealed bid shall be delivered by hand or by courier services to the PA at the addressed mentioned above.

It shall be the bidder's responsibility to ensure that all bids, whether delivered by hand or by courier services, are received at the mentioned address before the deadline for bid submission. Soft copy bids or bids sent through e-mails shall be rejected.

**E. The deadline for submission of bids:** All bids, by hand or by courier, must be received at the T&MTD Department, Government of Sindh, Karachi, Sindh, before or on **5<sup>th</sup> November 2024** at 12:00 hours PST (local time). Any bid received after the deadline for bid submission shall not be accepted and shall be returned unopened to the bidder. *In case the specified deadline for bid submission is declared a holiday by the Government, the bids shall be submitted at the specified time on the next working day.*

Bidders shall not have the option of submitting their bids electronically.

**F. Clarification of Bidding Documents:**

Bidders may seek clarifications and send questions about the bid to

**G. Amendment of bidding document:**

At any time before the deadline for submission of bids, the Procuring agency, for any reason, whether at its initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment. All interested bidders who have received the bidding documents will be notified of the amendment in writing and binding on them. To allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.





**H. Copies of the bids to be submitted by the bidder:**

The bidder shall submit one (01) original bid and (01) copy. All pages of the bid must be numbered in sequence, signed/initialed by the authorized personnel of the bidder. In addition to signing/initialing, the key documents of the bid shall be stamped or sealed. Bids submitted without stamping/sealing and signing/initialing the key document shall be rejected. **Transport & Mass Transit Department, reserves the right to reject/accept those bids that are not accompanied by one copy and not contain signing/stamping.**

Bidders shall not have the option of submitting their bids electronically.

- I. Public opening of bids Bidders:** Submitted bids shall be opened in the presence of bidder's representatives who choose to attend at the T&MT Department, Government of Sindh, Karachi, Sindh, before or on **5<sup>th</sup> November 2024** at 12:30 hours PST (local time)

In case the specified date of bid opening will be declared a holiday for the purchaser, the bids shall be opened at the specified time on the next working day.

- J. Late Bids:** Any bid received after the deadline for submission of bids prescribed by University and Department will be rejected and returned unopened to the bidder. The rejection of bids received after the deadline for submission shall apply regardless of any reason whatsoever for such delayed receipt.

- K. Withdrawal of Bids:** The bidder may withdraw their bids after they have been submitted by sending a written Withdrawal Notice, duly signed by the bidder and/or by an authorized representative, including Provided that TMTD shall receive written notice of Withdrawal before the opening of bids.

- L. Cancellation of Bidding Process** T&MT department may cancel the bidding process at any time before the acceptance of a bid or proposal.

- T&MT Department shall incur no liability towards the bidders;
- Intimation of the cancellation of bidding process shall be given promptly to all bidders, and Bid Security shall be returned along with such intimation;
- T&MTD shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of the bidding process but is not required to justify such grounds.

- M. Mechanism for Redressal of Grievances:** T&MT Department has a Committee for Complaint Redressal to address the complaints of the bidder that may occur during the procurement proceedings.

- Any bidder being aggrieved by any act or decision of the T&MT department during procurement proceedings may lodge a written complaint after the decision causing the grievance has been announced.
- Upon receiving a complaint from an aggrieved bidder, the Redressal committees may, if satisfied,
  1. Prohibit the procurement committee from acting or deciding in a manner inconsistent with these rules and regulations;
  2. Annul in whole or in part, any unauthorized act or decision of the procurement committee;
  3. Reverse any decision of the procurement committee or substitute its own decision





for such a decision, provided that the Complaint Redressal committee shall not decide to award the contract.

T&MT department shall announce its decision as to the grievance within seven (7) days. The decision shall be intimated to the Bidder and the Authority within three (3) working days by T&MT DEPARTMENT.

T&MT department shall award the contract only after the decision of the Complaint Redressal committee.

The mere fact of lodging a complaint by a bidder shall not warrant suspension of the procurement proceedings.

**(IMPORTANT)**

*In addition to the above, it may be added that no complaint will be entertained unless it is: -*

- a) *Forwarded on company's original letterhead with complete address, NTN of the company and CNIC of the complainant.*
- b) *Incriminating evidence of the complaints.*

**N. Review Panel:** The authority shall maintain a list of Review Panelists to review a bidder's complaint. The Panelist shall be appointed on such terms and conditions as the authority may notify with the approval of the Chief Secretary from time to time.

The List of Specialists shall be formed from a number specified in appendix

1. Persons who have been legal professionals;
2. Persons who have been senior officers in the service of the Government with experience in the procurement area, and
3. Persons from a list of specialists with experience in the relevant field.

The Specialists shall be grouped into many Review Panels, each with a nominated Chairperson, both as approved by the Chief Secretary. Each panel shall have a minimum of 3 members, one from each of the groups listed in sub-rule (2) above and up to 2 co-opted members on a case-by-case basis depending upon the nature of the complaint.

**O. Matters not subject to Appeal or Review:** The following actions of the Government shall not be subject to the appeal or review:

- Selection method adopted by the Government;
- The decision by the Government under ITB.





A. Opening and Evaluation of Bids

i. **Opening of Bids by Competent Authority:** The opening of bids shall be as per the procedures set down in Section mentioned above dealing with the bidding process.

ii. **Clarification of Bids:**

No bidder shall be allowed to alter or modify his bids after the expiry of the deadline for the receipt of the bids unless T&MT Department may, at its discretion, ask a Bidder for a clarification of the bid for evaluation purposes. The request for clarification and the response shall be in writing, and no change in the prices or substance of bid shall be sought, offered or permitted. Following shall not be subject to the appeal or review:

iii. Selection method adopted by the T&MT Department;

iv. The decision by the T&MTD

B. **Preliminary Examination:** T&MTD will examine the bids to determine whether the bids are complete, the documents have been properly signed and whether the bids are generally in order. T&MTD may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder and further provided that such waiver will be at the complete and sole discretion of T&MTD.





Note: Performance Security: Within 15 DAYS of receipt of the notification of award from Department, the successful bidder shall furnish the Performance Security of PKR. 25 Million (Fixed), which shall be valid for at least ninety (90) days beyond the date of completion of the contract to cover defects liability period or maintenance period. The Performance Security shall be a pay order or demand draft, or bank guarantee issued by a reputable commercial bank, acceptable to Department, located in Pakistan.

- Failure of the successful Bidder to comply with the requirement mentioned above shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event TMT Department may make the award to the next lowest evaluated bidder or call for new bids.
- The bidders shall not complete the Performance Security forms at the time of their bid submission. Only the successful bidder will be required to provide Performance Security. The Performance Security will be discharged by T&MT Department and returned to the bidder no later than thirty (30) days following the date of successful completion of the supplier's performance obligation under the contract.





## V. General Conditions of Contract (GCC)

### 1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Contract or Agreement" means the agreement entered between the Procuring Agency and the Insurance Company, together with the documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Insurance Company as specified in the Contract, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Completion" means the Insurance Company's fulfillment of the Related Services in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC" means the General Conditions of Contract.
- (g) "Goods" means all commodities, raw material, machinery and equipment, and/ or other materials the Insurance Company is required to supply to the Procuring Agency under the Contract.
- (h) "Procuring Agency's Country" is the country specified in the Special Conditions of Contract (SCC).
- (i) "Procuring Agency" means the entity purchasing the Services, as specified in the SCC.
- (j) "Related Services" means the services incidental to the supply of the goods and works, such as insurance, installation, training and initial maintenance and other obligations of the Insurance Company under the Contract.
- (k) "SCC" means the Special Conditions of Contract.
- (l) "Subcontractor" means any person, private or





government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Insurance Company.

(m) "Insurance Company" means the person, private or government entity, or a combination of the above whose bid to perform the Contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement.

(n) "The Project Site," where applicable, means the place named in the **SCC**.

## 2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

## 3. Interpretation

3.1 If the context requires it, singular means plural and vice versa.

### 3.2 Incoterms

(a) Unless inconsistent with any Contract provision, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms specified in the **SCC**.

(b) The terms DDP, EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

3.3 **Entire Contract Agreement:** The Contract constitutes the agreement between the Procuring Agency and the Insurance Company and supersedes all communications, negotiations, and agreements (whether written or oral) of the parties before the Contract date.

3.4 **Amendments:** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

### 3.5 Non-waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of





any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver and must specify the right and the extent to which it is being waived.

- 3.6 **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

#### 4. Language

- 4.1 The Contract and all correspondence and documents relating to it exchanged by the Insurance Company and the Procuring Agency shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 4.2 The Insurance Company shall bear all costs of translation to the governing language and all risks of the accuracy of such translation for documents provided by the Insurance Company.

#### 5. Joint Venture, Consortium or Association

- 5.1 If the Insurance Company is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Agency for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Agency.

#### 6. Eligibility

- 6.1 The Insurance Company and its Subcontractors shall have the nationality of an eligible country. A Insurance Company or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered and operates in conformity with the laws of the country.
- 6.2 All Goods and Related Services to be supplied under the Contract and financed by the Government shall have their origin in eligible countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its components.

#### 7. Notices

- 7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.





7.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **8. Governing Law**

8.1 The Contract shall be governed by and interpreted in accordance with the laws of the Procuring Agency's Country unless otherwise specified in the SCC.

8.2 Throughout the execution of the Contract, the Insurance Company shall comply with the import of goods and services prohibitions in the Procuring Agency's country when

(a) as a matter of law or official regulations, the Procuring Agency's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Procuring Agency's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

## **9. Settlement of Disputes**

9.1 The Procuring Agency and the Insurance Company shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

9.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Agency or the Insurance Company may give notice to the other party of its intention to commence an arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. The arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.

9.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Procuring Agency shall pay the Insurance Company any monies due the Insurance Company.

## **10. Inspection and Audit by the Procuring Agency**

10.1 The Insurance Company shall keep and make all reasonable efforts to cause its Subcontractors to keep accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.





- 10.2 The Insurance Company shall permit and shall cause its agents (where declared or not), Insurance Company's, and personnel, to permit the Procuring Agency and/ or persons appointed by the Procuring Agency to inspect the site and/ or the accounts, records and other documents relating to the procurement process, selection and/ or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Procuring Agency.

**11. Scope of Supply**

- 11.1 The services to be provided by the Insurance Company to the Procuring Agency shall be those specified in the Schedule of Requirements.

**12. Delivery and Documents**

- 12.1 Subject to GCC Sub-Clause 32.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the delivery and completion schedule specified in the schedule of requirements. The details of shipping and other documents to be furnished by the Insurance Company are specified in the SCC.

**13. Insurance Company's Responsibilities**

- 13.1 The Insurance Company shall supply all the Goods and Related Services included in the scope of supply in accordance with GCC Clause 11 and Delivery and Completion Schedule, as per GCC Clause 12.
- 13.2 The Insurance Company, including its Subcontractors, shall not employ or engage in forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.
- 13.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty and includes any involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.
- 13.4 Trafficking in persons is defined as recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or a position of vulnerability, or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for exploitation.
- 13.5 The Insurance Company, including its Subcontractors, shall not employ or engage a child under the age of fourteen (14) unless the national law specifies a higher age (the minimum age).
- 13.6 The Insurance Company, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous or to interfere with the child's education or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 13.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to





jeopardize the children's health, safety, or morals. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as working for long hours, during the night or in confinement on the employer's premises.

13.8 The Insurance Company shall comply with and require its Subcontractors, if any, to comply with all applicable health and safety regulations, laws, guidelines, and any other requirements stated in the Technical Specifications.

13.9 The Insurance Company shall comply with additional obligations as specified in the **SCC**.

#### **14. Contract Price**

14.1 Prices charged by the Insurance Company for the Services performed under the Contract shall not vary from the prices quoted by the Insurance Company in its bid, except for any price adjustments authorized in the **SCC**.

#### **15. Terms of Payment**

15.1 The Contract Price, including any advance payments, if applicable, shall be paid as specified in the **SCC**.

15.2 The Insurance Company's request for payment shall be made to the Procuring Agency in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and the documents submitted pursuant to GCC Clause 12 upon fulfillment of all other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Procuring Agency, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Insurance Company and after the Procuring Agency has accepted it.

15.4 The currencies in which payments shall be made to the Insurance Company under this Contract shall be those in which the bid price is expressed.

15.5 In the event that the Procuring Agency fails to pay the Insurance Company any payment by its due date or within the period set forth in the **SCC**, the Procuring Agency shall pay to the Insurance Company interest on the amount of such delayed





payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

#### **16. Taxes and Duties**

- 16.1 For Goods manufactured outside the Procuring Agency's Country, the Insurance Company shall be entirely responsible for all taxes, stamp duties, license fees, and other levies imposed outside the Procuring Agency's Country.
- 16.2 For Goods manufactured within the Procuring Agency's Country, the Insurance Company shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.
- 16.3 If any tax exemptions, reductions, allowances, or privileges may be available to the Insurance Company in the Procuring Agency's country, the Procuring Agency shall use its best efforts to enable the Insurance Company to benefit from any such tax savings to the maximum allowable extent.

#### **17. Performance Security**

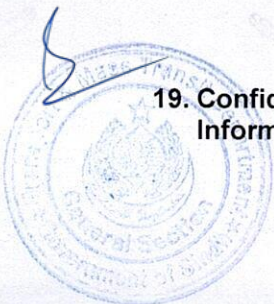
- 17.1 If required as specified in the **SCC**, the Insurance Company shall, within seven (7) business days of the notification of contract award or letter of acceptance, provide performance security for the performance of the Contract in the amount specified in the **SCC**.
- 17.2 The proceeds of the performance security shall be payable to the Procuring Agency as compensation for any loss resulting from the Insurance Company's failure to complete its obligations under the Contract.
- 17.3 As specified in the **SCC**, the performance security, if required, shall be denominated in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Agency; and shall be in one of the formats stipulated by the Procuring Agency in the **SCC**, or in another format acceptable to the Procuring Agency.
- 17.4 The performance security shall be discharged by the Procuring Agency and returned to the Insurance Company not later than twenty-eight (28) days following the date of completion of the Insurance Company's performance obligations under the Contract, including any warranty obligations unless specified otherwise in the **SCC**.

#### **18. Copyright**

- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Insurance Company herein shall remain vested in the Insurance Company, or, if they are furnished to the Procuring Agency directly or through the Insurance Company by any third party, including suppliers of materials, the copyright in such materials shall remain vested in a such third party.

#### **19. Confidential Information**

- 19.1 The Procuring Agency and the Insurance Company shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or





other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Insurance Company may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Agency to the extent required for the Subcontractor to perform its work under the Contract, in which event the Insurance Company shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Insurance Company under GCC Clause 19.

19.2 The Procuring Agency shall not use such documents, data, and other information received from the Insurance Company for any purposes unrelated to the Contract. Similarly, the Insurance Company shall not use such documents, data, and other information received from the Procuring Agency for any purpose other than the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

- (a) the Procuring Agency or Insurance Company need to share with the Government or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

## **20. Subcontracting**

20.1 The Insurance Company shall notify the Procuring Agency in writing of all subcontracts awarded under the Contract if not already specified in the bid. In the original bid or later, such notification shall not relieve the Insurance Company from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clause 7.

## **21. Specifications and Standards**

21.1 Technical Specifications and Drawings





- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements. When no applicable standard is mentioned the standard shall be equivalent or superior to official standards whose application is appropriate to the Goods' country of origin.
- (b) The Insurance Company shall be entitled to disclaim responsibility for any design, data, drawing, specification or another document, or any modification thereof provided or designed by or on behalf of the Procuring Agency by giving a notice of such disclaimer to Procuring Agency;
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any such codes and standards changes shall be applied only after approval by the Procuring Agency and shall be treated in accordance with GCC Clause 32.

## 22. Packaging and Documents

- 22.1 The Insurance Company shall provide packing of the Goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall consider, where appropriate, the remoteness of the Goods destination and the absence of heavy handling facilities at all transit points.
- 22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC** and any other instructions ordered by the Procuring Agency.

## 23. Insurance

- 23.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

## 24. Transportation and Incidental Services

- 24.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall follow the specified Incoterms.
- 24.2 The Insurance Company may be required to provide any or all the following services, including additional services, if any, specified in **SCC**:





- (a) performance or supervision of on-site assembly and/ or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/ or maintenance of the supplied Goods;
- (c) furnishing a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/ or repair of the supplied Goods, for a period agreed by the parties, provided that this service shall not relieve the Insurance Company of any warranty obligations under this Contract; and
- (e) training to the Procuring Agency's personnel, at the Insurance Company's plant and/ or on-site, in assembly, start-up, operation, maintenance, and/ or repair of the supplied Goods.

24.3 Prices charged by the Insurance Company for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Insurance Company for similar services.

## 25. Inspections and Tests

25.1 The Insurance Company shall, at its own expense and no cost to the Procuring Agency, carry out all such tests and inspections of the Goods and Related Services as specified in the SCC.

25.2 The inspections and tests may be conducted on the premises of the Insurance Company or its Subcontractor at point of delivery and/ or at the Goods' destination, or another place in Procuring Agency's Country as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Insurance Company or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.

25.3 The Procuring Agency or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Agency bear all its costs and expenses incurred in connection with such attendance, including but not limited to, all traveling and board and lodging expenses.

25.4 Whenever the Insurance Company is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Agency. The Insurance Company shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable Procuring Agency or its designated representative to attend the test and inspection.





- 25.5 The Procuring Agency may require the Insurance Company to carry out any test and inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specification codes and standards under the Contract, provided that the Insurance Company's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and inspection impede the progress of manufacturing and the Insurance Company's performance of its other obligations under the Contract, the due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Insurance Company shall provide the Procuring Agency with a report of the results of any such test and inspection.
- 25.7 The Procuring Agency may reject any Goods or parts that fail to pass any test and inspection or do not conform to specifications. The Insurance Company shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Agency, and shall repeat the test and inspection, at no cost to the Procuring Agency upon giving notice pursuant to GCC Sub-Clause 25.4.
- 25.8 The Insurance Company agrees that neither the execution of a test and inspection of the Goods or any part thereof, nor the attendance by the Procuring Agency or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6 shall release the Insurance Company from any warranties or other obligations under the Contract.

## **26. Liquidated Damages**

- 26.1 Except as provided under GCC Clause 30, if the Insurance Company fails to deliver any or all of the Goods by the date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Agency may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once maximum is reached, the Procuring Agency may terminate the Contract pursuant to GCC Clause 35.

## **27. Warranty**

- 27.1 Except as provided under GCC Clause 29, if the Insurance Company may terminate the Contract pursuant to GCC Clause 34.
- 27.2 The Insurance Company warrants that all the Goods are new, unused, and of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.





- 27.3 Subject to GCC Sub-Clause 21.1(b), the Insurance Company further warrants that the Goods shall be free from defects arising from any act or omission of the Insurance Company or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of destination.
- 27.4 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the destination indicated in the **SCC** or for eighteen (18) months after the date of shipment from the port or place of loading in country of origin, whichever period concludes earlier.
- 27.5 The Procuring Agency shall promptly notify the Insurance Company of the nature of any such defects, together with all available evidence, following discovery thereof. The Procuring Agency shall afford all reasonable opportunities for Insurance Company to inspect such defects.
- 27.6 Upon receipt of such notice, the Insurance Company shall, within the period specified in the **SCC**, expeditiously repair, or replace defective Goods or parts thereof at no cost to the Procuring Agency.
- 27.7 If, having been notified, the Insurance Company fails to remedy the defect within the period specified in the **SCC**, the Procuring Agency may proceed to take within a reasonable period such remedial action as may be necessary, at the Insurance Company's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Insurance Company under the Contract.

## **28. Patent Indemnity**

- 28.1 The Insurance Company shall, subject to the Procuring Agency's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Procuring Agency and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Agency may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of Goods by the Insurance Company or the use of the Goods in the country where the site is located; and
  - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, nor any products produced thereby in association or combination with





any other equipment, plant, or materials not supplied by the Insurance Company, pursuant to the Contract.

- 28.2 If any proceedings are brought, or any claim is made against the Procuring Agency arising out of the matters referred to in GCC Sub-Clause 28.1, the Procuring Agency shall promptly give the Insurance Company a notice thereof, and the Insurance Company may at its own expense and in the Procuring Agency's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Insurance Company fails to notify the Procuring Agency within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Agency shall be free to conduct the same on its behalf.
- 28.4 The Procuring Agency shall, at the Insurance Company's request, provide all available assistance in conducting such proceedings or claim and be reimbursed by the Insurance Company for all reasonable expenses.
- 28.5 The Procuring Agency shall indemnify and hold harmless the Insurance Company and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Insurance Company may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Agency.

## **29. Limitation of Liability**

- 29.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Insurance Company shall not be liable to the Procuring Agency, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Insurance Company to pay liquidated damages to the Procuring Agency, and
- (b) the aggregate liability of the Insurance Company to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Insurance Company to indemnify the Procuring Agency with respect to patent infringement.

## **30. Change in Laws and Regulation**

- 30.1 Unless otherwise specified in the Contract, if after the date of twenty-eight (28) days prior to the date of bid submission, any





law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Agency's Country where the site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the delivery date and/ or the Contract Price, then such delivery date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Insurance Company has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

### **31. Force Majeure**

- 31.1 The Insurance Company shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of Insurance Company that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Insurance Company. Such events may include, but not be limited to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Insurance Company shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Insurance Company shall continue to perform its obligations 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.

### **32. Change in Orders and Contract Amendments**

- 32.1 The Procuring Agency may at any time order the Insurance Company through a notice in accordance with GCC Clause 7 to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Insurance Company.





32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Insurance Company's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or the delivery/ completion schedule, or both, and the Contract shall accordingly be amended. Any claims by the Insurance Company for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Insurance Company's receipt of the Procuring Agency's change order.

32.3 Prices to be charged by the Insurance Company for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Insurance Company for similar services.

32.4 **Value Engineering:** The Insurance Company may prepare, at its own cost, a value engineering proposal at any time during the performance of the Contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s), including a description and estimate of costs (including life cycle costs) the Procuring Agency, may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Procuring Agency may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Procuring Agency; or
- (c) improves the quality, efficiency or sustainability of the Goods; or
- (d) yields any other benefits to the Procuring Agency without compromising the necessary functions of facilities.

If the value engineering proposal is approved by the Procuring Agency and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Insurance Company shall be the percentage specified in the PCC of the reduction in the Contract Price; or





- (b) an increase in the Contract Price, but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Insurance Company shall be the full increase in the Contract Price.

32.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by a written amendment signed by the parties.

### **33. Extension of Time**

33.1 If at any time during the performance of the Contract, the Insurance Company or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Insurance Company shall promptly notify the Procuring Agency in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Insurance Company's notice, the Procuring Agency shall evaluate the situation and may, at its discretion, extend the Insurance Company's time for performance, in which case the parties shall ratify the extension by amendment of the Contract.

33.2 Except in the case of Force Majeure, as provided under GCC Clause 31, a delay by the Insurance Company in the performance of its delivery and completion obligations shall render the Insurance Company liable to the imposition of liquidated damages pursuant to GCC Clause 2 unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

### **34. Termination**

34.1 Termination for default

(a) The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Insurance Company, may terminate the Contract in whole or in part:

(i) if the Insurance Company fails to deliver any or all of the Goods within the period specified in the Contract or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 33;

(ii) if the Insurance Company fails to perform any other obligation under the Contract; or

(iii) if the Insurance Company, in the judgment of the Procuring Agency, has engaged in fraud and corruption, as defined in the SPP Rules, in competing for or executing the Contract.

(b) In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Insurance Company shall be





liable to the Procuring Agency for any additional costs for such similar Goods or Related Services. However, the Insurance Company shall continue the performance of the Contract to the extent not terminated.

#### 34.2 Termination for Insolvency

- (a) The Procuring Agency may at any time terminate the Contract by giving notice to the Insurance Company if the Insurance Company becomes bankrupt or otherwise insolvent. In such event, the termination will be without compensation to the Insurance Company, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue to the Procuring Agency.

#### 34.3 Termination for Convenience

- (a) The Procuring Agency, by notice sent to the Insurance Company, may terminate the Contract, in whole or in part, at any time for convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Insurance Company under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Insurance Company's notice of termination shall be accepted by the Procuring Agency at the Contract terms and prices. For the remaining Goods, the Procuring Agency may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay the Insurance Company an agreed amount for partially completed Goods and Related Services and materials and parts previously procured by the Insurance Company.

#### 35. Assignment

- 35.1 Neither the Procuring Agency nor the Insurance Company shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

#### 36. Export Restriction

- 36.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Agency, to the country of the Procuring Agency, or the use of the products/ goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products, systems or services, and which substantially impede the Insurance Company from meeting its obligations under the Contract, shall release the Insurance Company from the obligation to provide deliveries or services,





always provided, however, that the Insurance Company can demonstrate to the satisfaction the Procuring Agency and of the Government that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/ goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for Procuring Agency's convenience pursuant to Sub-Clause 34.3.





## VI- Data Sheet

The following specific data for the insurance Company to be Hiring / Engagement of services procured shall complement, supplement, or amend the provisions in the Instructions to Insurance Companies Part One.

|   |                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---|-----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Name of Procuring Agency of Government of Sindh:</b>         | Secretary to Government of Sindh,<br>Transport & Mass Transit Department,<br>2nd Floor, Sindh Secretariat No. 2,<br>(Tughlaq House), Karachi                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 2 | <b>Name &amp; Address of Contact Person of Procuring Agency</b> | Name:<br>Section Officer (General)<br>Transport & Mass Transit Department,<br>2nd Floor, Sindh Secretariat No. 2,<br>(Tughlaq House), Karachi.<br>Office Contact No. 021-99211017<br>E-mail: secretarytransportsindh@gmail.co                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3 | <b>Name of Contact / Scope of Work</b>                          | <p>Hiring a Registered Insurance Company for The Purpose of Providing Insurance Coverage to The Victims Of Any Stage Carriage As A Result Of The Road Accident As Per Section 49 Of Motor Vehicle Ordinance-1965 Under The Amended Act,2015 For The Purpose Of Section 67, And The 13<sup>th</sup> Schedule Of The Mov-1965.</p> <ul style="list-style-type: none"> <li>The Scope of Insurance Company includes to process the claims of Victims of Stage Carriages having insurance certificate of the Company, meeting an accident during insurance cover period as when received from the Head of the Claims Tribunal constituted by the Department under Section 67-A of the MVO-1965.</li> <li>For the Insurance Company to establish multiple desks equipped with necessary Equipment's &amp; accessories at each Divisional levels in Sindh Province to issue vehicle owners/ registered insurance certificates before the Department issues/renews route permits, as further outlined in the RFP Document.</li> <li>The Insurance certificate to the Stage Carriage will be a pre-requisite for the first time issuance of and annual renewal of route permits on intracity or inter-provincial routes.</li> <li>I) The Value addition in the form of support by the Insurance company for identifying the Vehicles plying without route permits/Insurance certificates will be encouraged. In order to increase the premium.<br/>ii) To provide IT Support to the advice PTA office<br/>iii) To automotive insurance premium payment services.<br/>iv) Any other services offered.</li> </ul> <p>Further detail mentioned in the RFP Documents</p> |
| 4 | <b>Source of Funds</b>                                          | Self-Generated by the Insurance Company through proposed amount of premium per vehicle. Amount / premium to be charged per Stage Carriage from the Transporter/Owner will be equivalent to fee charged for route permit/ renewal charged by the PTA/RTA or as agreed in the contract:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |



|    |                                                        | <b>S.No</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Vehicle Category</b> | <b>Proposed Premium/Stage carriage</b>          |
|----|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------------------------------|
|    |                                                        | 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | AC Bus A Class:         | Rs. 3000/- at the time of Route Permit/ Renewal |
|    |                                                        | 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | AC Van A Class:         | Rs. 2500/- at the time of Route Permit/ Renewal |
|    |                                                        | 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Non-AC A Class:         | Rs. 2000/- at the time of Route Permit/ Renewal |
|    |                                                        | 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Non-AC B Class:         | Rs. 1300/- at the time of Route Permit/ Renewal |
| 5  | <b>Address for Submission of Bid / Proposal.</b>       | Secretary to Government of Sindh, Transport & Mass Transit Department, 2nd Floor, Sindh Secretariat No. 2, (Tughlaq House), Karachi.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                         |                                                 |
| 6  | <b>Copies of the bids to besubmitted by the bidder</b> | i) Technical Part-I (Original + One Set of Duplicate)<br>ii) Financial Part-II (Original + One Set of Duplicate)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                         |                                                 |
| 7  | <b>Availability of Bidding Document</b>                | From the Date of Publication to 4 <sup>th</sup> November,2024, During office times from the office of Transport & Mass Transit Department, 2nd Floor, Sindh Secretariat No. 2, (Tughlaq House), Karachi.<br>Office Contact No. 021-99211017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         |                                                 |
| 8  | <b>Fee of RFP Documents.</b>                           | <b>PKR. 3,000/=</b><br><b>In form pay order / demand Draft in favor of</b><br>Secretary to Government of Sindh, Transport & Mass Transit Department,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                         |                                                 |
| 9  | <b>Bid Submission Date &amp;Time</b>                   | <b>5<sup>th</sup> November 2014, at 12:00 pm</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                         |                                                 |
| 10 | <b>Bid Opening Date &amp; Time</b>                     | <b>5<sup>th</sup> November 2014, at 12:30 pm</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                         |                                                 |
| 11 | <b>Place of Bid Opening</b>                            | Transport & Mass Transit Department, 2 <sup>nd</sup> Floor, Sindh Secretariat No. 2, (Tughlaq House), Karachi.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                         |                                                 |
| 13 | <b>Bidding Process</b>                                 | <b>Single Stage- Two Envelope:</b><br>sealed Proposal comprising of:<br>v. Technical Part-I (Original + One Set of Duplicate)<br>vi. Financial Part-II (Original + One Set of Duplicate)<br><br><ul style="list-style-type: none"> <li>• <b>The Technical Proposal:</b><br/>along with Complete Company profile and required supporting documents as applicable and identified in the RFP Document,</li> <li>• <b>The Financial Proposal:</b><br/>Financial proposals of only technically qualified bidders shall be opened Whereas, financial proposal of technically disqualified bidders shall be returned un-opened.</li> <li>• <b>Electronic offers will not be permitted.</b></li> <li>• <b>Late offers will be rejected.</b></li> </ul> |                         |                                                 |





|    |                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14 | <b>Bid Security:</b>                                    | <p><b>Fixed PKR 15,000,000 (Pak rupees Fifteen million only)</b></p> <p>in the form of pay order/demand draft/bank guarantee, valid for twenty-eight (28) days beyond the bid validity period and issued by a scheduled bank in Pakistan in favor of the '<b>Secretary, Transport &amp; Mass Transit Department, Govt. of Sindh.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 15 | <b>Bid / Proposal Validity</b>                          | 90 calendar days from Proposal Submission Deadline                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 16 | <b>Preliminary Examination:</b>                         | <p>Proposal / Bids will examine &amp; determine by the Procurement Committee initially at the time of opening for required <b>Mandatory Information.</b></p> <p><b>Annexure-I</b> (In case of failure in preliminary checklist, the Proposal / Bid will consider Non-Responsive Bid for further Evaluation.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 17 | <b>Evaluation &amp; Comparison of Bids / Proposals.</b> | <p>The Procurement Committee Will Evaluate Only Responsive Bids in detailed further screening as per required <b>Eligibility Criteria for Technical Qualification</b>, mentioned in the Request for Proposal (RFP) Documents <b>Annexure-II</b></p> <p>The Firms obtaining the highest scoring in the Technical Evaluation will be eligible for opening the Financial Proposal.</p> <p>i) If the offer submitted by the 1<sup>st</sup> ranked Company is not more than the approved premium as in the RFP, its offer will be accepted without opening the FP of 2<sup>nd</sup> ranked Firm.</p> <p>ii) If the offered price by the 1<sup>st</sup> ranked Firm is higher than the approved/Proposed premium in the RFP, the offer will be cancelled and the offer of the 2<sup>nd</sup> ranked Company will be opened.</p> |
| 18 | <b>Time for availability</b>                            | On the signing of Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 19 | <b>Performance Security.</b>                            | The successful Firm will be required to deposit with T&MTD a sum of PKR.25,000,000/ Twenty Five Million) fixed as a performance guarantee or as stated in the Letter of Award/ Acceptance & submit within a period of 14 days after the receipt of Letter of Acceptance Valid up to (3) Years Initially                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 20 | <b>Stamp Duty</b>                                       | The successful bidder must provide the stamp duty at the time of signing the contract agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 21 | <b>Signing of Contract / Agreement</b>                  | Contract Agreement shall <b>be negotiable</b> as per the requirement in consonance with the relevant rules, standing orders procedures & policies of the Government                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

*Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant Clauses.]*





## **VII. SCOPE OF WORK:**

- The T&MTD, intends to engage a reputable Insurance Company (registered with SECP) to provide an insurance coverage for passengers traveling on Stage carriages in Sindh, pursuant to Section 49 of the Motor Vehicle Ordinance, 1965 and amendment Act-2015 as per the compensation rates payable to a passenger or his relative in the event of their death or injury while traveling on a Stage carriage, by amendment in section 49 and the Thirteenth Schedule in the Motor Vehicle Ordinance, 1965, under amendment Act-2015 as per the locations/ criteria given in the advertisement.
- The Insurance Company requires to immediately process the claims of Victims of Stage Carriages having met an accident during insurance cover period as and when received from the Head of the Claims Tribunal constituted by the Department under Section 67-A of the MVO-1965.
- The Insurance Company requires to establish multiple desks equipped with necessary Equipment's & accessories at each Divisional levels in Sindh Province to issue vehicle owners/ registered insurance certificates before the Department issues/renews route permits, as further outlined in the RFP Document.
- The Insurance certificate to the Stage Carriage will be a pre-requisite for issuance/renewal of route permits on intracity or inter-provincial routes.
- The Value addition in the form of support by the Insurance company without additional cost for:
  - i) identifying the Vehicles plying without route permits/Insurance certificates will be encouraged. It may also increase the premium.
  - ii) To provide IT Support to the PTA office for improving its working
  - iii) To automotive insurance premium payment services.
  - iv) Any other services offered.





## VI. TECHNICAL EVALUATION MANDATORY ELIGIBILITY:

Following Mandatory Information Required for Responsive Insurance Companies Proposals.

| S # | Description of Mandatory Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | YES | NO |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 1.  | Bid Security: PKR 15 million ( <i>Fixed</i> )<br>In the shape of Pay Order / Demand Draft / Bank Guarantee<br>PO/DD. No. _____, Name of Bank: _____<br>Date _____, Amount PKR. _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |     |    |
| 2.  | <b>i) Registration Certificates:</b> <ul style="list-style-type: none"> <li>a) Registration Certificate as Insurance Company (AA+) with SECP</li> <li>b) Active Tax Filler online Verification Printout Current (<b>FBR + SRB</b>)</li> <li>c) FBR Tax Registration</li> <li>d) SRB Registration.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     |    |
|     | <b>ii) Type Of Insurance Company / Firm:</b><br>Complete Company Profile Whether Individually Owned / Partnership, Pvt Ltd, Corporation or Joint Venture (JV)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |     |    |
| 3   | <b>Undertaking:</b><br>The Insurance Company / Firm Shall Submit an Undertaking on Company letter in the name of Secretary, Transport & Mass Transit Department, Government of Sindh regarding understand the Scope of Work and Ensuring for providing complete services during the hiring period as per requirement and define in the RFP documents including Insurance Coverage to the Victims Of Any Stage Carriage as a result of the road Accident as per Section 49 Of Motor Vehicle Ordinance-1965 Under the amended Act,2015 for the Purpose Of Section 67, and the 13 <sup>th</sup> Schedule Of The Mov-1965.<br><b>Including:</b><br>Detail for Value-Added Services if any proposed without any additional cost.<br><i>Undertaking on Company Letter (original) Properly signed, stamped by the Management.</i> |     |    |
| 4   | <b>Affidavit-I.</b><br>The Insurance Company / Firm shall give discloser and Submit Undertaking for <b>Not being blacklisted</b> or Debarred in Government / Non-Government Organizations (Inclusive of any reason justification & jurisdictions).<br><i>Undertaking on e-stamp paper of PKR. 500/= Properly signed, stamped &amp; attested.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |     |    |
| 5   | <b>Affidavit-II.</b><br>The Insurance Company / Firm Shall Submit Undertaking for Litigation / Arbitration history (if any without concealment of fact) in any Government / Non-Government Organizations).<br><i>Undertaking on e-stamp paper of PKR. 500/= Properly signed, stamped &amp; attested.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |    |
| 6   | Every Page of RFP Documents is to be Signed, Stamped & Numbered with Indexing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |    |

**Note:** Missing of any Mandatory Information in Proposal / Offer of firm shall consider as No-Responsive





**EVALUATION CRITERIA**

Following Eligibility Criteria Information required for Qualification of Technical Bid / Proposal.

| <b>Technical Eligibility / Criteria – (Max. Marks =100)</b><br><b>Experience, Skilled, Expertise, Capability, etc.</b> |                                                                                                                                |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Sr #</b>                                                                                                            | <b>Description</b>                                                                                                             | <b>Maximum Marks</b> | <b>Criteria for Marks Obtained</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 1.                                                                                                                     | <b><u>Experience (General):</u></b><br>Details of General-Type Insurance Coverage / Agreements / Policies of last 05 Years.    | 15                   | 15 marks will be given for <b>General Type of Insurance Coverage, Agreement / Policies</b> provided during last five years signed with Public & Private Sector.<br>(minimum 10 Agreements of Highest Premium Payable)<br><br>Provided Copies of Insurance Agreements / certificate from concerned authorities/ clients to be submitted as evidence which may be verified.<br>No marks will be given if no evidence or invalid evidence is provided, Fake evidence will directly disqualify the bidder. |
| 2                                                                                                                      | <b><u>Experience (Relevant)</u></b><br>Detail of Transport Related Insurance Coverages / Agreements of last 03 Years           | 15                   | 15 marks will be given for 3 Similar Type of Insurance Coverage Agreement /Contract (5mark/contract) completed successfully in the last 10 years<br><br>Provided Copies of Agreements / Policies / Certificates (Signed) concerned authorities/ clients to be submitted as evidence which may be verified<br>No marks will be given if no evidence or invalid evidence is provided, Fake evidence will directly disqualify the bidder.                                                                 |
| 3                                                                                                                      | <b><u>In Hand Agreements:</u></b><br><br>Complete Detail of Similar Type of Insurance Coverage / Agreements / Policy's in Hand | 10                   | 5 marks will be given for each Similar Type of Insurance Coverage Agreement / Policies in Hand signed with Public & Private Sector.<br>(minimum 2 Agreements in Hand 5 marks for each)<br><br>Provided Copies of Insurance / Agreements / certificate from concerned authorities/ clients to be submitted as evidence which may be verified.<br>No marks will be given if no evidence or invalid evidence is provided, Fake evidence will directly disqualify the bidder.                              |
| 4                                                                                                                      | <b><u>Skilled Human Capital.</u></b><br>Completed Details of Relevant, Skilled, Employee's (Managerial Level)                  | 20                   | 5 marks will be given for each relevant Skilled Human Capital, for available numbers of qualified staff Managerial Level. (minimum 4 Manager Level)<br><br>Provided details, Copies of certificates and CVs, Employment Orders, Cards, Experiences, etc The concerned authorities/ clients to be submitted as evidence which may be verified<br>No marks will be given if no evidence or invalid evidence is provided, Fake evidence will directly disqualify the bidder.                              |





| Technical Eligibility / Criteria – (Max. Marks =100)<br>Experience, Skilled, Expertise, Capability, etc. |                                                                                                                |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sr #                                                                                                     | Description                                                                                                    | Maximum Marks | Criteria for Marks Obtained                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 5                                                                                                        | <b><u>Offices &amp; Capability</u></b><br><br>Completed Details of Owned / Rented Offices with fully equipped. | 10            | 10 marks will be given for provide details of Head Offices in Karachi and one office in following Divisional Headquarter of Sindh province<br>1. Hyderabad 2. Larkana 3. Mirpirkhas.4.Khairpur 5.Sukkur.<br>Provide Complete details, rent agreements & contacts / person etc. with evidences The Procuring Agency / Committee have right to visit and which may be verified ownership.<br>No marks will be given if no evidence or invalid evidence is provided, Fake evidence will directly disqualify the bidder. |
| 6                                                                                                        | <b><u>Transportation Capability:</u></b><br><br>Complete Detail of Vehicles available                          | 10            | 10 marks will be given for provide details of Transportation Vehicles Available to reach / visit at site for survey in case of any emergency to cover policy. (minimum 10 Vehicle's / Van in Hand 1 marks for each)<br>Provided Complete details, with evidences<br>The Procuring Agency / Committee have right to visit and which may be verified ownership.<br>No marks will be given if no evidence or invalid evidence is provided, Fake evidence will directly disqualify the bidder.                           |
|                                                                                                          | <b>FINANCAIL ELIGIBILITY &amp; TURN OVER</b>                                                                   | <b>20</b>     | 20 Marks will be given on providing following Financial Information's in the name of firm:<br>i) Average Annual Turnover (for Last 3 Years) = 5 points<br>ii) Annual Transection Statement (for Last 3 Years) = 5 points<br>iii) Annual Financial Audit Report (For Last 3 Years) = 5 points<br>iv) Annual FBR Tax Return (For last 3 Years) = 5 points<br><br>No marks will be given if not provided information in documentary evidence.                                                                           |
| <b>Total Marks</b>                                                                                       |                                                                                                                | <b>100</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |





### **CRITERIA / ELIGIBILITY FOR THE ASSIGNMENT**

- Registered Insurance Company with Security Exchange Corporation of Pakistan (SECP) in AA+ Category and notified in the official gazette by the Government.
- Compliance with the solvency requirements pursuant to the provisions of the Insurance Ordinance 2000(Amendments if any) and rules made thereunder.
- Ability to meet and continue to meet its liabilities.
- Having experience of dealing with Govt. departments / private entities preferably in the relevant field.
- Minimum 70% Marks required for Qualified of Technical Proposal
- Joint Venture (JV) experience & resources, consortium or association of firms will be considered
- Single bidder / Company must qualify complete criteria at its own strength whereas for Joint venture/ consortium, one partner must qualify 70% of the above-mentioned technical criteria and the other partner should qualify 30% minimum technical criteria. The JV as a whole must qualify the complete technical criteria.
- The sub-contracting of any part is not allowed.
- The Insurance Companies / Firms are required to provide evidence/supporting documents with respect to all information given above.





## **X FINANCIAL PROPOSAL(PKR)**

Name of Bidder \_\_\_\_\_ .EOI Number. \_\_\_\_\_ Page of \_\_\_\_\_

### *Procurement of (INSURANCE SERVICES)*

**Like:** The Hiring / Engagement of Insurance Company Services to provide an insurance coverage for passengers traveling on Stage carriages in Sindh, pursuant to Section 49 of the Motor Vehicle Ordinance, 1965 and amendment Act-2015. In this regard, the Government has approved the compensation rates payable to a passenger or his relative in the event of their death or injury while traveling on a Stage carriage, by amendments of sectors 49 and the Thirteenth Schedule in the West Pakistan Motor Vehicle Ordinance, 1965 under amendment Act-2015.

If the Financial Proposal (FP) submitted by the 1<sup>st</sup> ranked Firm is higher than the estimated cost/Premium, shall be rejected/cancelled and the FP of second highest rated Firm will be opened.

| 1    | 2                | 4                                              | 5                                                          | 6             |         |
|------|------------------|------------------------------------------------|------------------------------------------------------------|---------------|---------|
| S.No | Vehicle Category | Proposed Premium per Bus/annum                 | Financial Proposal Submitted by the Firm for each category | Rebate if any | Remarks |
| 1    | AC Bus A Class   | Rs. 3000/- at the time of Route Permit Renewal |                                                            |               |         |
| 2    | AC Van A Class:  | Rs. 2500/- at the time of Route Permit Renewal |                                                            |               |         |
| 3    | Non-AC A Class:  | Rs. 2000/- at the time of Route Permit Renewal |                                                            |               |         |
| 4    | Non-AC B Class:  | Rs. 1300/- at the time of Route Permit Renewal |                                                            |               |         |

### **Note:**

- The Procuring Agency (T&TMD) has right to increase / decrease Categories of vehicles at any stage.
- The Procuring Agency (T&TMD) has right to change any site / Location on any stage.
- The Bidding Firm / Insurance Company should ensure all above services (Including Value Added Services)
- The Bidding Firm /Insurance Company is responsible to install Front Desk on provided location by T&TMD.
- The Bidding Firm /Insurance Company offer Financial Proposal Prices in PKR & valid for (3) Years..

Signature of Bidder / Insurance Company \_\_\_\_\_

(Stamped with Name and Designation of Signed Person)





## ACCIDENTAL INSURANCE AGREEMENT

This Agreement is made at Karachi on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

### **BETWEEN**

[**Insurance Company's Name**], a duly registered and licensed insurance company under the laws of Pakistan having its registered office at \_\_\_\_\_ (hereinafter, "**Insurer**", which expression shall, where the context so requires or permits, mean and include its successors-in-interest), of the OTHER PART.

### **AND**

**The Government of Sindh** [through Secretary, Transport & Mass Transit Department(T&MTD)] having its offices at [insert office address] Karachi, Sindh, for and on behalf of the Government of Sindh (the GoS);

- 1) The T&MTD, GoS has introduced legal amendments to enhance traveler safety by mandating insurance coverage for passengers in commercial vehicles.
- 2) The T&MTD, GoS intends to engage reputable insurance company to provide coverage for passengers traveling on Stage Carriages in Sindh, in accordance with Section 49 of the Motor Vehicle Ordinance, 1965, and the Amendment Act of 2015. The Insurer will offer compensation to passengers or their relatives in the event of death or injury during travel as provided under Thirteenth Schedule of, MVO, 1965.
- 3) The T&MTD, GoS invited competitive bids by issuing an Invitation for Bids dated \_\_\_\_\_ 2024 via National Competitive Bidding (NCB) process as (the "**Request For Proposal**").
- 4) In accordance with the terms set out in the **Request For Proposal**, the Insurer submitted its bid to provide insurance services for passengers traveling within Sindh Province. The bid was submitted subject to the conditions specified in the Invitation for Bids, this Main Agreement, and the attached agreement between the Transporter and the Insurer. The Government of Sindh has accepted the Insurer's bid.
- 5) The Insurer agrees to provide such services and perform obligations as outlined in the between the T&MTD and the Insurer.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the adequacy of which is hereby acknowledged, the Parties agree as follows:

### **1. SCOPE OF WORK**





1.1. The Insurer shall perform the following services in accordance with the terms of this Agreement

1.1.1. Promptly process claims for victims of accidents involving Stage Carriages during the insurance coverage period, as submitted by the Head of the Claims Tribunal constituted under Section 67-A of the Motor Vehicle Ordinance, 1965. The Insurer shall ensure that the Stage Carriage involved in the accident holds a valid insurance certificate issued under this Agreement. The Insurer shall also ensure timely communication with the Tribunal, the Transporter, and any relevant authorities regarding the status of claims, the validity of the insurance certificate, and any required documentation to process the claim.

1.1.2. Set up multiple service desks at divisional levels throughout Sindh, equipped with necessary facilities and personnel to issue insurance certificates to vehicle owners or registered operators. These service desks must be operational before the issuance or renewal of route permits by the Transport & Mass Transit Department, ensuring compliance with the mandatory insurance requirement.

1.1.3. Ensure that the issuance of a valid insurance certificate is a mandatory requirement for obtaining or renewing route permits for Stage Carriages operating on intra-city or inter-provincial routes. The Insurer shall coordinate with the Transporter to confirm that all Stage Carriages meet the insurance requirements prior to the permit issuance or renewal.

1.1.4. Provide the following additional services at no extra cost, to enhance the effectiveness of the insurance program and support regulatory compliance.

1.1.5. Assist in identifying Stage Carriages operating without valid route permits or insurance certificates, facilitating enforcement measures and potential premium adjustments by deploying representatives at main exit and entrance points of the highways.

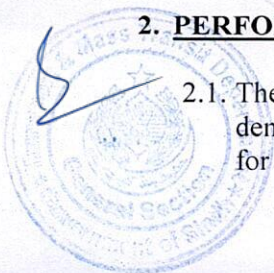
1.1.6. Offer information technology support to relevant government offices, including the Transport & Mass Transit Department, to improve operational efficiency and streamline processes related to insurance coverage and claims management.

1.1.7. Develop and implement automated solutions for the collection and processing of insurance premium payments, ensuring a seamless payment experience for the Transporter.

1.1.8. Provide any other additional services that may be mutually agreed upon by the Parties to enhance the overall implementation of the insurance program.

## **2. PERFORMANCE SECURITY**

2.1. The Insurer shall furnish performance security in the form of a bank guarantee, pay order, or demand draft in favor of GoS for an amount of PKR.25,000,000 (Twenty Five Million, valid for at least [Insert Number] months beyond the term of this Agreement.





2.2. The performance security shall be submitted within [14] days of the signing of this Agreement and shall be kept in force for the duration of the Agreement and any renewals or extensions thereof.

2.3. GoS may invoke the performance security, in full or in part, if the Insurer fails to fulfill any obligation under this Agreement.

2.4.

### **3. RELATIONSHIP WITH THE T&MTD**

3.1. This Agreement shall operate as per the terms and obligations set forth in the agreement between T&MTD & The Insurer in the light of Section 67 and other provisions of MVO-1965 , to the extent applicable.

3.2. The Insurer shall ensure compliance with the terms agreed upon with the T&MTD and report regularly to GoS on the status of compliance, claims processing, and issuance of insurance certificates.

### **4. GOVERNING LAW AND DISPUTE RESOLUTION**

4.1. This Agreement shall be governed by and construed in accordance with the laws of Pakistan, with exclusive jurisdiction in the courts of Sindh.

4.2. Any dispute arising out of or in connection with this Agreement shall be resolved through arbitration in accordance with the Arbitration Act, 1940.

### **5. TERM AND RENEWAL**

5.1. This Agreement shall remain in force for an initial term of [2 ] years, commencing from the date of signing.

5.2. The Agreement may be renewed once, upon mutual consent, subject to satisfactory performance by the Insurer and compliance with the obligations herein.

### **6. CONFIDENTIALITY**

6.1. Both Parties shall maintain the confidentiality of all proprietary and non-public information disclosed under this Main Agreement.

6.2. This confidentiality obligation shall survive the termination of this Agreement for a period of [Insert Number] years.

### **7. MISCELLANEOUS**

7.1. **Amendments:** Any changes to this Agreement shall be made in writing and signed by both Parties.

7.2. **Entire Agreement:** This Agreement, constitutes the entire agreement between the Parties regarding the subject matter herein.





7.3. **Notices:** All notices under this Main Agreement shall be in writing and sent to the addresses provided above.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT BY SETTING THE HANDS BELOW OF THEIR RESPECTIVE AUTHORIZED SIGNATORIES.

\_\_\_\_\_  
For And On Behalf Of  
Insurer [insert name].

\_\_\_\_\_  
For And On Behalf Of  
Transport & Mass Transit Department  
Government of Sindh

WITNESSES:

\_\_\_\_\_  
Name  
CNIC

\_\_\_\_\_  
Name  
CNIC





## 1. DEFINITION

1.1. In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

*“Accident” means any unforeseen, unintended, and unexpected event causing injury, loss of life, or property damage during the operation of the Stage Carriages of the Transporter.*

*“Beneficiary” means the injured party or the legal representative of the deceased who is entitled to receive compensation.*

*“Bid” shall have the meaning ascribed thereto in the Recital 4.*

*“Claims” shall mean a formal claims by the Policyholder or Beneficiary for compensation following an accident covered under this Agreement.*

*“Commencement Date” shall mean the date of signing of this Agreement.*

*“Compensation” shall have the meaning ascribed thereto in Section 2.1 of this Agreement.*

*“Compensation Amounts” shall mean monetary payment provided by the Insurer for injury, disability, or death due to an accident involving a covered Stage Carriage, as specified in Schedule A.*

*“GoS” shall means Transport & Mass Transit Department, Government of Sindh.*

*“Insurer” shall have the meaning ascribed thereto in the Preamble.*

*“Insurance Certificate” shall mean the official document issued by the Insurer to the Transporter upon payment of the premium, confirming that the Stage Carriage is covered under the insurance policy as per the terms of this Agreement. The Insurance Certificate serves as proof of insurance coverage and is a prerequisite for the issuance or renewal of route permits by the Transport & Mass Transit Department.*

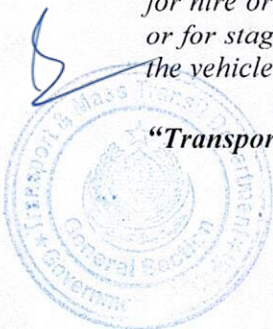
*“Passenger” shall mean any person who is lawfully traveling in a Stage Carriage operated by the Transporter, having paid a fare for the journey or being otherwise entitled to be transported. This definition excludes members of the vehicle's operating crew or staff.*

*“Policyholder” means the Transporter who subscribes to the insurance coverage under this Agreement.*

*“Premium” shall means the amount payable by the Transporter to the Insurer for providing insurance coverage as per the terms of this Agreement.*

*“Stage Carriages” shall mean any motor vehicle of Transporter that is used to carry passengers for hire or reward at separate fares paid by individual passengers, either for the whole journey or for stages of the journey. The passengers may be picked up or set down along the route, and the vehicle operates according to a fixed route or timetable.*

*“Transporter” shall have the meaning ascribed thereto in the Preamble.*





*"Tribunal" shall have the meaning ascribed thereto in Section 2.1(d) of this Agreement.*

## **2. COMPENSATION FOR PHYSICAL DAMAGE**

2.1. The Insurer agrees to provide compensation for physical injuries, disabilities, or death resulting from an accident involving the Stage Carriages operated by the Transporter and covered under this Agreement. The compensation shall be paid in accordance with the amounts specified in **Annexure A** to this Agreement ("**Compensation**") and shall be subject to the following conditions:

- a) Compensation shall be payable to the injured party or, in the case of death, to the legal representative of the deceased, provided the Claims is submitted in accordance with the terms of this Agreement.
- b) The Compensation Amounts shall be based on the nature and extent of the physical damage as specified in the Annexure A of Compensation. The Schedule shall outline specific Compensation Amounts for various types of injuries, disabilities, and death.
- c) The Insurer's liability shall not exceed the maximum amounts listed in the Schedule of Compensation for each specific type of injury or loss. In the case of multiple injuries arising from a single accident, the total compensation shall not exceed the aggregate limits stipulated for such cases.
- d) To be eligible for compensation, the Beneficiary must submit the Claims to the Head of the Claims Tribunal constituted by the Government of Sindh under Section 67-A of the Motor Vehicle Ordinance, 1965 ("**Tribunal**") within [Insert Number] days from the date of the accident. The Claims must be accompanied by all required documentation, including medical reports, death certificates (if applicable), and any other supporting evidence as may be requested by the Tribunal.

Upon receiving the Claims, the Tribunal shall review the submission and forward the finalized Claims to the Insurer within [insert Number] days. If further documentation is needed, the Tribunal will inform the Beneficiary to submit the required documents to complete the Claims.

- e) The Insurer reserves the right to request additional documentation or conduct further investigations to verify the legitimacy of the Claims before disbursing any Compensation.
- f) Compensation under this Agreement shall not be payable for any injuries or losses that fall under the exclusions listed in Section [Insert Number], such as injuries arising from intentional acts, criminal activity, or any other exclusions specified in this Agreement.
- g) The Schedule of Compensation may be amended or updated by mutual agreement between the Insurer and the GoS with the information to the Policyholder. Any amendments shall be made in writing and shall become effective upon the date specified in the written amendment.

## **3. PAYMENT OF PREMIUMS**





- 3.1. The Transporter shall pay an annual Premium of PKR [Amount], subject to adjustment based on changes in the number of Stage Carriages or risk profile. The Premium payable by the Transporter for insurance coverage under this Agreement shall be determined based on the category of the Stage Carriages, as outlined in Premiums Schedule (**Annexure-B**) attached to this Agreement. Upon payment of annual Premium, the Insurer shall issue Insurance Certificate to the Transporter valid till the insurance coverage.
- 3.2. The first Premium payment is due on the Commencement Date of this Agreement, with subsequent payments due on each annual anniversary. The Premium must be fully paid before the issuance or renewal of the Route Permit, failing which the coverage shall not take effect.
- 3.3. Late payments may result in suspension or termination of coverage as outlined in Section 8.
- 3.4. The Insurer is liable to pay compensation to vehicles which meet accident anywhere in Country

#### **4. RESPONSIBILITIES OF THE TRANSPORTER**

- 4.1. The Transporter shall maintain a valid registration for all insured Stage Carriages and ensure compliance with applicable safety standards.
- 4.2. The Transporter shall immediately report any accident covered under this Agreement to the Insurer and Tribunal within [Insert number] hours, including detailed information about the incident.
- 4.3. The Transporter shall maintain accurate and up-to-date records of all passengers transported and provide such records to the Insurer upon request.
- 4.4. The Transporter agrees to pay any usual transportation charges as stipulated by applicable laws and regulations.

#### **5. CLAIM PROCEDURE**

- 5.1. In the event of an accident, the Transporter or the Beneficiary must submit Claims to the Tribunal/ Insurer within [Insert number] days or as prescribed under Section 67 of MVO-1965.
- 5.2. All Claims must include:
  - a) A completed Claims Form (Attached as **Annexure-C**).
  - b) A copy of the police report and any other legal documentation.
  - c) Medical reports (for injury claims).
  - d) Proof of identity of the Beneficiary.

#### **6. LIMITATIONS AND EXCLUSIONS**

- 6.1. The Insurer shall not be liable for any Claims arising from:

- a) Accidents that occur while the vehicle is being used for purposes not authorized under the terms of this Agreement, including any unapproved activities.





- b) Incidents resulting from intentional misconduct, criminal behavior, or illegal activities by the Transporter, the driver, or any associated personnel.
- c) Claims arising due to the Transporter's failure to disclose or deliberate misrepresentation of essential information relevant to the insurance coverage.
- d) Any injury or damage resulting from war, riots, civil commotion, or acts of terrorism, where the cause is outside the scope of the insurance coverage.

## **7. RENEWAL AND TERMINATION**

- 7.1. This Agreement shall be valid for an initial term of \_\_\_\_ ( ) year and may be renewed ..... upon mutual agreement
- 7.2. The Insurer reserves the right to adjust the Premium and coverage terms upon renewal.
- 7.3. Either party may terminate this Agreement with thirty (30) days' written notice.
- 7.4. Termination of this Agreement shall not affect any Claims submitted prior to the termination date.

## **8. NON-PAYMENT OF PREMIUM**

- 8.1. If the Transporter fails to pay the Premium within the stipulated time, the Insurer may suspend coverage until payment is made.
- 8.2. If the Premium remains unpaid for more than [Insert number] days, the Insurer may terminate the Agreement, with notice to the Transporter.

## **9. CONFIDENTIALITY**

- 9.1. Both parties shall keep confidential all proprietary and non-public information disclosed under this Agreement.
- 9.2. This obligation shall survive the termination of this Agreement for a period of two (2) years.

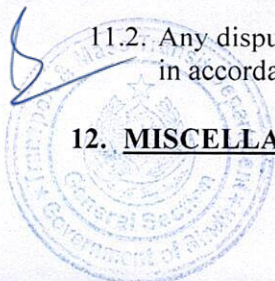
## **10. INDEMNIFICATION**

- 10.1. The Transporter agrees to indemnify and hold the Insurer harmless from any liabilities, losses, or expenses arising from the Transporter's failure to comply with the terms of this Agreement.

## **11. GOVERNING LAW AND DISPUTE RESOLUTION**

- 11.1. This Agreement shall be governed by the laws of Pakistan.
- 11.2. Any disputes arising out of or relating to this Agreement shall be resolved through arbitration in accordance with the Arbitration Act, 1940.

## **12. MISCELLANEOUS**





- 12.1. **Amendments:** Any amendments to this Agreement must be in writing and signed by both parties.
- 12.2. **Assignment:** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.
- 12.3. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings.
- 12.4. **Interpretation:** In this Agreement, unless the context requires otherwise:
- Words importing the singular include the plural and vice versa.
  - References to any law, ordinance, or regulation shall include any amendments, modifications, or re-enactments thereof.
  - Headings are for convenience only and shall not affect the interpretation of this Agreement.
  - Any reference to a person includes natural persons, corporate bodies, partnerships, and other legal entities.
  - Where a word or phrase is defined, other grammatical forms of that word or phrase shall have a corresponding meaning.

#### **Annexure-A**

### **SCHEDULE OF COMPENSATION**

The Insurer agrees to provide Compensation for physical damage resulting from an accident covered under this Agreement, as specified in the schedule below. The Compensation Amounts shall be paid to the Beneficiary based on the nature of the injury sustained:

| S# | Nature of Physical Damage        | Compensation | S# | Nature of Physical Damage                  | Compensation |
|----|----------------------------------|--------------|----|--------------------------------------------|--------------|
| 1. | Death                            | 500,000      | 11 | Loss of all fingers of one foot            | 50,000       |
| 2. | Loss of arm at or above elbow    | 65,000       | 12 | Loss of index finger                       | 40,000       |
| 3. | loss of arm below the elbow      | 50,000       | 13 | Loss of any finger other than index finger | 38,000       |
| 4. | loss of leg at or above the knee | 65,000       | 14 | Permanent disfiguration of the face & head | 50,000       |
| 5. | Loss of leg below the knee       | 60,000       | 15 | Fracture or dislocation of a bone          | 40,000       |
| 6. | Loss of both legs.               | 140,000      | 16 | Emasculation                               | 50,000       |
| 7. | Permanent loss of hearing        | 65,000       | 17 | Loss of one tooth                          | 12,500       |
| 8. | Loss of one eye                  | 75,000       | 18 | Loss of two or more tooth                  | 25,000       |





|    |                   |         |    |                                                                                                                                                                               |        |
|----|-------------------|---------|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 9. | Loss of both eyes | 250,000 | 19 | Any Injury which, endangers life or which causes the suffers to be, during the space of twenty days, severe bodily pain or renders him unable to follow his ordinary pursuit. | 25,000 |
| 10 | Loss of thumb     | 40,000  | 20 | Any Injury not specified above.                                                                                                                                               | 10,000 |
|    |                   |         | 21 | Loss of hand                                                                                                                                                                  | 50,000 |





**PREMIUMS SCHEDULE**

Premiums to be charged per Stage from the Transporter will be equivalent to fee charged for route permit/ renewal or as agreed in the Agreement.

| S.No | Category of Stage Carriages | Proposed Premium/Stage carriage                 |
|------|-----------------------------|-------------------------------------------------|
| 1.   | AC Bus A Class:             | Rs. 3000/- at the time of Route Permit/ Renewal |
| 2.   | AC Van A Class:             | Rs. 2500/- at the time of Route Permit/ Renewal |
| 3.   | Non-AC A Class:             | Rs. 2000/- at the time of Route Permit/ Renewal |
| 4.   | Non-AC B Class:             | Rs. 1300/- at the time of Route Permit/ Renewal |





**ACCIDENT CLAIMS FORM**

**SECTION 1: CLAIMANT INFORMATION**

1. Full Name of Claimant (Passenger/Beneficiary):

2. Date of Birth:

3. Address:

4. Contact Number:

5. CNIC Number:

**SECTION 2: ACCIDENT INFORMATION**

6. Date of Accident:

7. Time of Accident:

8. Location of Accident:

9. Stage Carriage Details (Vehicle Registration Number):

10. Brief Description of Accident:

**SECTION 3: INJURY INFORMATION**

11. Nature of Injury (Check all that apply):

- ☐ Death
- ☐ Permanent Total Disability
- ☐ Permanent Partial Disability
- ☐ Temporary Injury
- ☐ Other (please specify): \_\_\_\_\_

12. Details of Injury:

13. Medical Treatment Received (Provide details):





#### **SECTION 4: DOCUMENTATION CHECKLIST**

14. The following documents are attached (Check all that apply):

- ☐ Medical report(s)
- ☐ Death certificate (if applicable)
- ☐ Police report
- ☐ Copy of National ID/CNIC
- ☐ Other supporting documents (please specify): \_\_\_\_\_

#### **SECTION 5: PAYMENT METHOD FOR COMPENSATION PAYMENT**

15. Easypaisa/ Bank/ Jazzcash/ any other (please specify):

16. Account Number:

17. Account Holder's Name:

18. Branch Code:

#### **Section 6: Declaration**

I, the undersigned, hereby declare that the information provided in this form is true and correct to the best of my knowledge. I understand that any false information may result in the denial of the claim.

Claimant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### **Instructions for Submission:**

- a. Please submit the completed Claims Form along with all required documents to the Claims Tribunal within [Insert Number] days from the date of the accident.
- b. Incomplete forms or missing documents may delay the processing of your Claims.







## X. Appendices

### Appendix A – Integrity Pact

#### Declaration of Fees, Commission and Brokerage etc. Payable by the The Insurance Companyt

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

... [name of The Insurance Company] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, [name of The Insurance Company] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, The Insurance Company, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with object of obtaining or inducing procurement of contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

[name of The Insurance Company] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent above declaration, representation or warranty.

[name of The Insurance Company] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, [name of Insurance Company] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten time sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Insurance Company] as aforesaid for purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of the Procuring Agency: \_\_\_\_\_ Name of the The Insurance Company: \_\_\_\_\_ Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

[Seal]

[Seal]





## Appendices

### Appendix B – Affidavit (non-blacklisting)

*[On stamp paper of PKR 500] [To be attested by  
Oath Commissioner]  
[Location, Date]*

To: [Name and address of PA]

**Re: HIRING OF AN INSURANCE COMPANY FOR INSURANCE COVER TO THE VICTIMS OF ANY STAGE CARRIAGE.**

Dear Sir:

Pursuant to the Request for Proposal document dated *[insert the date]* in respect of the Project, *[Insert Name of the Attorney]* hereby represents and warrants that, as of the date of this letter, *[Insert Name of Bidder]*:

- (a) is not in bankruptcy or liquidation proceedings;
- (b) has not been convicted of, fraud, corruption, collusion, or money laundering;
- (c) is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Insurance Company Contract; and
- (d) does not fall within any of the circumstances for ineligibility listed in Section 2.16 (Basic Eligibility Criteria) of the Invitation for Proposal.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Insurance Company: \_\_\_\_\_

Address: \_\_\_\_\_





## Appendices

### Appendix C – Power of Attorney

[On stamp paper of required value]

[To be notarized] [Location, Date]

Know all men by these presents, we, \_\_\_\_\_ [insert name and address of the registered office of the firm] do hereby constitute, appoint, and authorize Mr./ Ms. \_\_\_\_\_ [insert name and father name] who is presently employed with us and holding the position of \_\_\_\_\_ as our Attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary or incidental to our Bid for providing the Insurance Company services in relation to the Assignment **'HIRING OF AN INSURANCE COMPANY FOR INSURANCE COVER TO THE VICTIMS OF ANY STAGE CARRIAGE.'** (the "Project"), including signing, authenticating, and submission of applications/proposals (technical and financial) and affidavits, participating in conferences, responding to queries, submission of information/ documents and generally representing us in all its dealings with the Transport and Mass Transit Department, any other Government entity or any person, in connection with the Project until the culmination of the process of bidding and thereafter till the execution of relevant Project documents.

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.

#### For and on behalf of [insert name of the relevant Person]

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: Address: \_\_\_\_\_

Signature of the Attorney: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Address of the Attorney: \_\_\_\_\_

#### Witnesses:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

CNIC No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

CNIC No.: \_\_\_\_\_

#### Note:

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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.





## Appendices

### Appendix E – Documents Checklist

The prospective Bidder shall provide the checklist containing information on the required documents accompanied by the technical proposal that must be appropriately filled, signed, and stamped by the Bidder's authorized representative. **While submitting the bid, the technical proposals need to follow the instructions recommended below:**

- the documents are placed in order as listed below (and those as deemed necessary for qualifying the eligibility and technical evaluation criteria);
- the documents are printed using paper's double sides, where possible;
- the documents are indexed with page numbers as mentioned below;
- the documents (Technical Proposal) do not disclose any information relating to the financial bid;
- the documents are submitted, preferably using two-hole file folders/ pockets.

**Bidder's Name:** \_\_\_\_\_

**RFP Ref. No.:** No: SO (Gen)/7(485)/2023-24

**Procuring Agency:** Transport and Mass Transit Department, Government of Sindh

**Assignment Title:** HIRING OF AN INSURANCE COMPANY FOR INSURANCE COVER TO THE VICTIMS OF ANY STAGE CARRIAGE

**Submission Date:** \_\_\_\_/\_\_\_\_/2024 **Time:** \_:\_

**Technical Proposal:** \_\_\_\_\_ Pages

| Sr.                                    | Document Title with Description                                                                | Check                    | Pages |
|----------------------------------------|------------------------------------------------------------------------------------------------|--------------------------|-------|
| <b>General Requirements</b>            |                                                                                                |                          |       |
| 1.                                     | Technical and Financial proposals are in a separate and sealed envelopes                       | <input type="checkbox"/> |       |
| 2.                                     | Alternative bids or proposals are not submitted                                                | <input type="checkbox"/> |       |
| 3.                                     | All pages of original Proposal initialed by authorized representative of The Insurance Company | <input type="checkbox"/> |       |
| 4.                                     | Checklist has been properly filled and indexed as per instruction provided above               | <input type="checkbox"/> |       |
| <b>Technical Proposal Requirements</b> |                                                                                                |                          |       |
| 5.                                     | Form Tech 1: Technical Proposal Submission Form                                                | <input type="checkbox"/> |       |
| 6.                                     | Form Tech 2: The Insurance Company's Organization and Experience                               | <input type="checkbox"/> |       |
|                                        | • General Experience                                                                           | <input type="checkbox"/> |       |
| 7.                                     | Form Tech 3: Comments and Suggestions on the Scope of Services                                 | <input type="checkbox"/> |       |
| 8.                                     | Form Tech 4: Description of Approach, Methodology and Plan                                     | <input type="checkbox"/> |       |
| 13.                                    | Appendix C- Power of Attorney                                                                  | <input type="checkbox"/> |       |
| 14.                                    | Appendix B – Affidavit (non-blacklisting)                                                      | <input type="checkbox"/> |       |
| 15.                                    | Appendix A - Integrity Pact                                                                    | <input type="checkbox"/> |       |
| 17.                                    | Constituent Documents (Memorandum & Articles of Association or equivalent)                     | <input type="checkbox"/> |       |
| 18.                                    | Registration Documents (SECP, NTN, SRB, ICAP, as applicable)                                   | <input type="checkbox"/> |       |
| 19.                                    | Company Profile(s) or equivalent                                                               | <input type="checkbox"/> |       |
| 20.                                    | Audited Financial Statements (Balance Sheets, Income and Cash Flow Statements)                 | <input type="checkbox"/> |       |
| 21.                                    | Income Tax & Sindh Sales Tax Returns                                                           | <input type="checkbox"/> |       |
| 22.                                    | Qualification Track Record (Contracts with Addenda, Certificates)                              | <input type="checkbox"/> |       |
| 23.                                    | Bid Security Financial Instrument (without showing or disclosing the amount on it)             | <input type="checkbox"/> |       |
| 25.                                    | Litigation History                                                                             | <input type="checkbox"/> |       |





|                                                                                                           |                                                                                       |                          |  |
|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--------------------------|--|
| <b>Financial Proposal</b>                                                                                 |                                                                                       |                          |  |
| 26.                                                                                                       | Form FIN 1: Financial Proposal Submission Form                                        | <input type="checkbox"/> |  |
| 27.                                                                                                       | Form FIN 2: Summary of Costs                                                          | <input type="checkbox"/> |  |
| 28.                                                                                                       | Bid Security PKR. 15 Million (Fixed)                                                  | <input type="checkbox"/> |  |
| 29.                                                                                                       | Bid Security covers minimum time, i.e. valid up to 28 days beyond bid validity period | <input type="checkbox"/> |  |
| 30.                                                                                                       | Manner of payment of Bid Security is as per the terms and conditions of the RFP       | <input type="checkbox"/> |  |
| <i>For additional documents relating to the criteria, please add rows to accommodate the information.</i> |                                                                                       |                          |  |

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Stamp: \_\_\_\_\_

