

BIDDING DOCUMENTS

EMERSON UNIVERSITY, MULTAN

Hiring of Vehicle on Rental Basis Under Frame Work Contract

Tender No. EUM/TR/23-24/07



Tender Notice

Bid Ref No. Hiring of Vehicle on Rental Basis Under Frame Work Contract Tender No. EUM/TR/2023-24/07

Sealed Bids are invited from Bidders i.e. firms/companies/sole proprietors/ engaged in Manufacturing/trading, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax & Sales Tax) for the following Tender on the basis of Single Stage One Envelope in terms of Rule No. 38 (1) of the Punjab Procurement Rules 2014 (PPRA Rules 2014).

Sr. No	Tender No	Tender Name	Estimated Amount	Closing Date & Time	Opening Date & Time	Earnest money @ 3%
1.	EUM/TR/2023-24/07	Hiring of Vehicle on Rental Basis	1.80 million	14-03-2024 till 11:00 AM	14-03-2024 at 11:30 AM	Rs. 54000/-

- 1) The Tender Document will be immediately available after the publishing of this Tender Notice under Rule No.25(1).
- 2) Tender / Bid Document can be obtained in person from the Office of Purchase Officer Emerson University Multan between 08:30 am to 4:30 pm from Monday to Friday by depositing the Tender Fee of Rs. 1,000/- (Non-Refundable)- through Deposit Slip of in A/ C No. 6510100673200079, A/C title: Board University Fund Emerson University Multan in the Bank of Punjab Gulgasht Branch Multan. Emerson University Multan will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. In case the Tender / Bid documents are downloaded from www.eum.edu.pk or www.ppra.punjab.gov.pk, Original Deposit Slip of BOP must be attached with the Bid.
- 3) Bid Security, which is equal to 3% of the estimated amount, in the form of “CDR, Bank Draft, Pay Order.” in favor of the “Treasurer, Emerson University Multan” required to be submitted with the Financial Bid, without which the offer shall be rejected.
- 4) Bids without supporting documents, undertaking, valid documentary evidence, and bids not conforming to terms and conditions given in the Tender Document will be liable for rejection.
- 5) No supporting document will be accepted, at all, after opening of the Bids. Bids received after the due date and time or bids without Bid Security in shape of CDR, Bank Draft, Pay Order or less than required amount or Bid Security in shape of Cheque/ Cross Cheque shall be summarily rejected.
- 6) The University reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders as per PPRA Rule.
- 7) Bids must be delivered to the address Purchase Office, Emerson University, Multan on or before the closing date/time. Late Bids shall be rejected. The Bids will be opened in the Treasurer's Office in the presence of the Bidders' representatives who may choose to be present. Interested eligible Bidders may obtain further information from the Treasurer/Purchase Office of Emerson University, Multan at the address given below during office hours before the closing date.
- 8) In case of closed/forced holidays or any other unforeseen event, the tender opening time/date will be considered as the next working day.

Incharge Transport, Emerson University Multan 061-9210164

Tender Notice.

- Name of Procuring Agency: Emerson University, Multan
- Tender number EUM/TR/23-24/07
- Procurement Title: Hiring of Vehicle on Rental Basis Under Frame Work Contract
- Contact person: Incharge, Transport 061-9210164
- Last date for obtaining Bidding documents and its price (14 March, 2024, Rs. 1,000/-)
- Closing time and date as well as place for receiving Bids (1100 Hours, 14 March, 2024)
- Time and Place of public opening of Bids (1130 Hours, 14 March, 2024 in the office of Treasurer Emerson University Multan)
- Amount of Bid security: [Rs. 54000/-] (3% of estimated price)
- Procurement Procedure i.e. Single Stage One Envelope.

Bidding documents may be downloaded from the PPRA website: <https://ppra.punjab.gov.pk> & Website of the Procuring Agency www.eum.edu.pk

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1. Invitation of Bid:

Emerson University Multan invites sealed bids on the basis of single stage one envelope procedure Under Frame Work Contract from the active Taxpayers / Firms.

2. Instructions to the Bidders:

- Procurement will be made under Punjab Procurement Rules.
- It will be clearly understood that the Terms and Conditions mentioned in this document are intended to be strictly enforced.
- Bids without supporting documents, valid documentary evidence, and bids not conforming to terms and conditions given in the bidding documents will be liable for rejection.
- The bidder must quote rates of all items with collective total.

3. Bid Preparation and Submission:

- The bid shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Drawings, Documents, Brochures, Literature, etc. which shall be completely filled in, stamped and signed by the bidder or his authorized representative. In case of copies, photocopies may be attested.
- The Bids / Tenders should be submitted in two parts (1) Technical Proposal and (2) Financial Proposal.

A. Technical Proposal:

- The Technical Proposal will enable the Committee to evaluate whether the bidder is technically competent and capable of executing the order and the specifications offered by the bidder meet the ones given in the bidding documents.
- The Technical Proposal shall be filled, signed and stamped in all pages. The Committee will not be responsible for the errors committed in the bids by the bidders.
- The Bidder should quote only one brand / model / make of each item (where applicable).
- Detail and order of documents to be furnished with the technical proposal.
- The documents attached with the Technical Bid must be signed and stamped by the bidder or his authorized representative. The documents attached must be numbered and attached in the following order:
 - i. Covering letter duly signed and stamped by bidder or his authorized representative.
 - ii. Deposit receipt of the tender fee
 - iii. Original bid security
 - iv. Copy of Income Tax / PRA registration certificate
 - v. Copy of sales tax registration certificate (Where Applicable)

- vi. Copy of latest professional tax certificate (2022 – 2023)
- vii. Detailed specifications / pictures of items / brochures / literatures / samples
(Where applicable).
- viii. Affidavit / Undertaking on stamp paper (As per sample)
- ix. For experience evidence, copy of FBR returns, copy of supply / work orders may be submitted along with proposal(s).

B. Financial Proposal:

- The Financial Proposal of the bidder shall include the price break up of taxes / duties. All taxes / duties as applicable shall be responsibility of the bidders.
- The cost quoted by the bidder shall be kept firm and unchanged for a period specified in the Bid / Bidding Documents from the date of opening of the bid(s). The bidder shall keep the price firm/unchanged during the period of Contract including during the period of extension of time if any.
- The quoted price will be inclusive of all applicable taxes, duties, levies, freight (Transportation charges), etc.
- The bidder must quote rates of all the items, quoting the partial items is not allowed.
- Financial Proposal Covering Letter
- Financial Proposal duly filled, signed and stamped by the Bidder or his authorized representative.

4. Bid Currency:

Bidder should quote price in Pak Rupees only and payments shall also be made in Pak Rupees only.

5. Validity Period of The Bid:

- Validity period of the bids shall be 90 days.
- In exceptional circumstances, the committee may ask the Bidders for an extension of the period of validity. The request and the responses shall be made in writing. A bidder accepting the request will neither be required nor permitted to modify its tender.

6. Bid Security:

- In order to be considered, the technical bid must be accompanied by a bid security of 3% of the total estimated price to be valid for 90 days from the tender opening date. Bid security from any schedule Bank of Pakistan in favor of the “**Treasurer Emerson University Multan**” will be acceptable. Bid not accompanied with the security as prescribed in the bidding documents will not be considered and will be rejected / disqualified.
- Bid security should be furnished in the shape of CDR / SDR / Banker’s Cheque / Bank Guarantee.
- Cheque or Cross Cheque shall not be accepted at all.
- The bid security shall be refunded to unsuccessful bidders after the decision for the award of the said tender.

- The bid security of successful bidders shall be refunded after the successful execution of the work.

7. Late Bids:

Bidder will be responsible for ensuring that his / her bid is submitted in accordance with the instructions stated herein. Any bid not submitted by the deadline prescribed for submission of bid will not be considered even if it became late as a result of circumstances beyond the bidder’s control

8. Amendment of Bid Schedule:

- At any time prior to the deadline for submission of bids, the committee may for any reason whether at its own initiative or response to a clarification requested by a prospective bidder, modify the bid schedule / bidding documents by amendment.
- The amendment will be notified in writing or fax to all prospective bidders who have received the bid schedule / bidding documents and will be binding on them.
- In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the purchaser may at its discretion extend the deadline for the submission of bids.

9. The bid security may be forfeited if a bidder:

- Refuses to accept Letter of Acceptance of the bid; or
- Fails to furnish performance security.

10. Delivery Time or Completion Schedule: As per purchase order.

11. Technical Evaluation Criteria

- A technically eligible bidder / vendor, based on conditions listed in this document, not providing the verifiable proof will be rejected in Technical Evaluation.
- The bidders / vendors who have duly complied with the Eligibility / Qualification and Evaluation Criteria will be eligible for further processing.
- The bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders / Vendors without adequate capabilities for the supply / services will be rejected.
- The Eligible / Technically Qualified Bidders / Vendors will be considered for further evaluation.
- The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria.

Category	Description
Legal (Required)	Relevant business experience will be preferred
	Valid Income Tax / PRA Registrations
	Valid Professional Tax Certificate (2022 – 2023)
	Submission of undertaking on legal valid and attested stamp paper of minimum Rs: 100/-. (Specimen attached)
	Submission of undertaking in full compliance of specifications, execution schedule and delivery period mentioned in bidding documents.
	Submission of pictures / barouches
Experience / Financial Strength	For experience evidence, copy of FBR returns, copy of supply / work order and Bank Statement may be submitted along with proposal(s).

Note: Verifiable documentary proofs for all above requirements are required.

12. Financial Proposal Evaluation

- I. Technically qualified / successful bidder(s) / Tenderer(s) shall be considered for the Financial Proposal(s). The Financial Proposals will be announced in the presence of the Bidders at the time and venue indicated by the Purchase officer accordingly.
- II. Financial Proposal evaluation will be conducted under the Punjab Procurement Rules. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
- III. In cases of discrepancy between the cost/price quoted in **Words and in Figures**, the lower of the two will be considered.
- IV. In evaluation of the price of imported item(s), the price will be determined and considered inclusive of the customs and other import duties etc.;
- V. In evaluation of the price of articles/goods which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.
- VI. The Purchase Officer will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Govt. at any time during execution / evaluation period will be dealt with mutual consent.

13. Award Criteria

All the technically qualified and successful bidder(s) / tenderer(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities, irrespective of their score in the previous step.

14. Acceptance Letter

As per provisions of Rule (55) of Punjab Procurement Rules, the Purchaser shall issue the Acceptance Letter to the successful bidder, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA Rules) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

15. Performance Security

The successful bidders may furnish Performance Security as under:

- I. In the form of CDR / SDR / Banker's Cheque / Bank Guarantee, issued by a scheduled bank operating in Pakistan in favor of **Treasurer Emerson University Multan**.
- II. For a sum equivalent to 10% of the value of order.
- III. Denominated in Pak Rupees;
- IV. Have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract / purchase order, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.
- V. The Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:

- a) If the bidder commits a default under the Contract / Purchase Order / Work Order.
- b) If the bidder fails to fulfill the obligations under the Contract / Purchase Order.
- c) If the bidder violates any of the terms and conditions of the Contract / Purchase Order.
- d) If the bidder fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract, the Purchaser may without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the bidder.
- e) Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

16. Inspection

The Committee shall inspect the items supplied, the Services provided, under the contract / purchase order to verify their conformity to the technical specifications. After the inspection if the Committee is of the opinion that items do not conform to the specification and the criteria mentioned above, the Committee may reject them, and the supplier shall either replace the rejected goods or make all alterations necessary to meet the requirements of the specifications free of cost to the University.

17. General Terms & Conditions

1. All pages of bidding documents are mandatory to be signed / stamped, meaning thereby bidder agrees to our terms & conditions mentioned herein, failing which the bid may be disqualified / rejected.
2. Bidders must quote specifications / technical / financial bid on the Letter Head of their company and each page of the bid and bidding documents must be signed and stamped.
3. The bidder is required to offer competitive price. All prices must include the general sales tax and other taxes / duties, if applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes / duties.
4. Evaluation / Comparison will be carried out on 01 lot package / cumulative basis.
5. Letter of Acceptance (LOA) will be issued to the successful bidder whose bid is determined to be technically responsive and financially lowest evaluated.
6. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the bidder, in which case such corrections shall be signed by the person or persons.
7. Committee reserves the right to increase / decrease quantities during the currency of the contract.
8. The bidder will invariably provide warranty / guarantee of spare and consumables.
9. Successful bidder shall have to enter into contract agreement, where needed, on standard terms & conditions of bidding regarding items, technical specifications, their costs, delivery time, removal of defects, warranty, inspection & completion certification of qualitative and quantitative aspects, billing, payments, closing of contract and other necessary terms.

10. After LOA the bidder may be asked to provide sample of each item free of charge for verification of quality and conformance to the specifications, before award of contract / purchase order.
11. The Committee may cancel LOA if the sample provided by the bidder is of low quality and not matched or not as per specifications given in the bidding documents.
12. In case of any dispute the decision of the Committee / Vice Chancellor will be final.

18. SPECIAL TERMS FOR HIRING OF VEHICLE

1. The University shall provide the fuel / oil change for all vehicles hired on monthly basis.
2. The monthly Rent of Vehicle provided under this Contract shall remain the same during the period of this Contract. The Firm shall not demand for increase in monthly rent during the period of this Contract.
3. The vehicle provided under this Contract shall have vehicle tracker system.
4. The vehicle provided under this Contract shall also be completely insured.
5. The University will deduct income tax and PRA or any tax, if applicable, as per prescribed rates of the Government.
6. The bidder shall be responsible for the repair & maintenance of all vehicle provided under this Contract.
7. In case of theft, snatching accident or total loss to the vehicle through accidents the bidder will deal with the insurance company for documentation, depreciation and final claim settlements.
8. In case of repair, if the vehicle took more than one day then Firm shall provide alternate similar vehicle on urgent basis at same point without any delay. No extra charges shall be paid by the University.
9. During day and night vehicle would be parked in the offices of the University (unless the University's representative is travelling for official duty outside the city).

Note: Grievance petition(s) (if any) against the technical evaluation shall only be entertained before the opening of financial bid(s). The petition(s) after the opening of financial bid(s) would remain restricted to the financial bid(s) only.

F1. Technical Specification & Price Schedule

Sr. No	Description	Petrol Vehicle	Make	Model	Rent Per Month Pak Rs. (inclusive of all taxes) (Amount in figures)
1	Hiring of Vehicle on Rental Basis with Maintenance and Without Driver and Fuel	Car 1.3 cc	Toyota Corolla or equivalent	2022 or above	

Amount in words _____

*Note: Kindly mentioned separate rent rate per month for quoted vehicle according to Make, Model and cubic capacity (cc).

F2: AFFIDAVIT / UNDERTAKING

I, _____ S/O: _____ resident of

having CNIC No: _____ do hereby solemnly declare and affirms:

1. That the deponent is the sole Proprietor / CEO / Director / Manager of the firm M/S.
2. That my firm has never been blacklisted from any of Provincial or Federal Government or Semi Government Department or any other Govt. agency / department / institution etc. and is not a Tax defaulter anywhere in Pakistan.
3. That my firm has never been failed in completion of any Government or Semi Government contracts, whatsoever.
4. That my firm is not involved in any litigation with any Government or Semi Government Department and have not been adjudged an insolvent.
5. That no execution of decree or order of any court remains unsatisfied against me or my firm.
6. That we have not been convicted of any crime.
7. That undersigned affirm that the terms and conditions as contained in the bidding documents have been read and accepted.
8. That I am satisfied with all the proceedings of the Committee.
9. That all above contents are true and correct. If all or any of the above contents found wrong or incorrect, I shall be responsible for the consequences and University may take any legal action against me or my firm and also cancelled the bid / contract and may also stop payments / and or forfeit the bid security / performance security.

Deponent

Verification: On ___ at ___ that all above affidavit/undertaking is true and correct to the best of my knowledge.

Deponent

F3. Format for Covering Letter on the letter head of the firm

To

Vice Chancellor
Emerson University
Multan.

Subject: Hiring of Vehicle on Rent Basis under Frame Work Contract

Dear Sir,

- a) We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.
- b) Having examined the bidding documents and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- c) We undertake, if our proposal is accepted, to provide the items / services comprise in the contract / purchase order within time frame specified, starting from the date of receipt of notification of award.
- d) We agree to abide by this proposal for the period of 90 days starting from the date of opening of technical bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- e) We understand that you are not bound to accept a lowest or any bid you may receive, and that you will not defray any expenses incurred by us in bidding.

Authorized Signature
(In full and initials)

Name and Designation of Signatory
Name of Firm and Address

F4. Technical Proposal Submission Form on the letter head of the firm (Part of Technical Bid Envelope)

[Location, Date]

To

Vice Chancellor
Emerson University Multan.

Dear Sir,

We, the undersigned, offer to provide the services under Frame Work Contract in accordance with your Request for proposal / bidding document.

We also confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

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

Authorized Signature

Name and Designation of Signatory
Name of Firm and Address

F5. Financial Proposal Submission Form on the letter head of the firm (Part of Financial Bid Envelope)

[Location, Date]

To

Vice Chancellor
Emerson University Multan.

Dear Sir,

We, the undersigned, offer to provide the services under Frame Work Contract in accordance with your request for proposal / bidding documents and our attached Financial Proposal is for the sum of (insert amount in words and figures).

Our financial proposal shall be binding upon us up to expiration of the validity period of the Proposal.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

Authorized Signature

Name and Designation of Signatory
Name of Firm and Address

(On E Stamp Paper of Rs: 100/-)

(To be typed on correctly valued stamp Performance Warranty Bond Guarantee paper and to be issued by a scheduled No: _____bank operating in Pakistan).

Date: _____

Amount: _____

Valid up to 31th December 2025

F6. Performance Warranty / Bond Guarantee

Dear Sir

As per request of M/S _____

We hereby issue our letter of Guarantee No. _____

_____ in your favour on Account _____

_____ for a sum not exceeding Rs: _

_____ (Rupees _____

_____ being 10% of the total value of your Order No:

_____ dated: _____ (Excluding

Sales Tax) as a Performance Warranty / Bond Guarantee as per requirement and specifications mentioned in the order under the following terms and conditions:

1. This guarantee is available for payment, without recourse to the opener, against beneficiary's first written call to do so accompanied by written statement certifying that the opener failed to comply with the terms and conditions of the order / contract.
2. The Guarantee Bond shall terminate after expiry of the contract.

All claims under this guarantee must be submitted to us not later than the said validity date after which guarantee becomes automatically null and void, and the bank will stand discharged and released from all its liabilities hereunder.

Name of Bank

Sd/-
Officer (Seal) Manager

F7. Frame Work Contract / Agreement for Hiring of Vehicle

This agreement for the Hiring of Vehicle on monthly (24 hours basis & Calendar date basis) rent basis for inter district / intra district and or external district during the year 2023-24 is made on this between Emerson University Multan through Registrar (hereinafter called the first party) of the one part & M/s., (hereinafter called the second party) of the second part and whereas the second party has agreed for Providing the services as required during the year 2023-2024 under the following terms and conditions which have been produced into writing hereto and which are hereunder recited:

NOW THEREFORE THIS CONTRACT / AGREEMENT WITNESS AS FOLLOWS:

1. The period of agreement will be from _____ To. _____
2. The agreement will be initially for a period as mentioned above and can be renewed on yearly basis (In January) maximum of up to the 31st December 2025, subject to satisfactory performance of the second party.
3. The agreement is solely for providing the services as per the directions of the first party and no other activity of whatsoever nature will be undertaken / carried out by the second party.
4. The second party shall not assign or sub-contract its obligations under the contract, in whole or in part.
5. The quantity of vehicles may vary as per requirement of the university during the currency of contract.
6. The second party will abide by the rules and regulations that the first party may make or adopt from time to time or applicable on the first party.
7. Second Party shall not disclose or pass the information to anyone and will maintain complete secrecy in this regard.
8. If the Second Party fails / delays in performance of any of the obligations, under the contract violates any of the provisions of the contract, commits breach of any of the terms and conditions of the contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / letter of acceptance or during the execution of the contract the First Party may without prejudice to any other right of action / remedy it may have, blacklist the Second Party, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules.
9. If the Second Party supply any fake / defected or not according to the required specifications, the first party may also take legal action at all legal forums against the second party and its co-offenders.
10. The Second Party shall submit an application / invoice for payment, to the Treasurer Emerson University Multan.
11. The application for payment shall:
 - (i) Be accompanied by such invoices, receipts or other documentary evidence as the first party may require;
 - (ii) State the amount claimed;
 - (iii) And set forth in detail, in the order of the Price Schedule, particulars of the Goods / Items / Services supplied, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.
12. The first party shall make payment to the second party for providing the services on monthly

basis, through cross Cheque only.

13. The second party shall provide their information as given format of first party for payment which includes bidding documents, Signature & Stamp.
14. No advance payment shall be made to the second party.
15. All taxes will be deducted by the first party as per Government Rules.
16. The First Party may at any time, by written notice served to the Second Party, alter or amend the contract for any identified need / requirement in the light of prevailing rules and regulations.
17. First Party reserves the right to increase / decrease quantities during the currency of the contract.
18. The change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said change. No variation in or modification in the Contract shall be made, except by written amendment signed by both the first and second party.
19. The First Party reserves the right to cancel and terminate the agreement / contract at any time without assigning any reason and without any notice.
20. In case of violation of any of the clauses of the contract / agreement the first party can impose fine to the second party and or cancel / terminate the contract / agreement without assigning any reason and without any notice.
21. The First Party may, for a specified period, debar the second party from participating in any public procurement process of the Emerson University Multan.

If the bidder or contractor has:

- a) Acted in a manner detrimental to the public interest or good practices;
 - b) Consistently failed to perform his obligation under the contract;
 - c) Not performed the contract up to the mark; or
 - d) Indulged in any corrupt practice.
22. In case of any difference between the parties on the interpretation of the clauses of the agreement or in case of any eventually not covered by the agreement, the matter will be referred to the sole arbitration of the Vice Chancellor, Emerson University Multan in accordance with the provision of the arbitration act 1940.
 23. In case of any dispute the decision of the Vice Chancellor Emerson University Multan will be final.

Note: Approved rates shall be final / fixed and will not be changed until completion of the contract or in extended period up to 31st December 2025.

IN WITNESS WHERE OF the parties to this agreement have put their respective signature with stamp hereto in the presence of the witness mentioned below on the day and year first above mentioned:

FIRST PARTY

Through

SECOND PARTY

Through

WITNESSES

1. _____

2. _____

COUNTERSIGNED