



Addendum No1 to Request for Proposal (RFP)

Procurement of:

**Service Provider for Operation and
Maintenance of Pink Buses in Mardan**

Date: 27.12.2018

Addendum No.1 to Request for Proposals Procurement of Service Provider for Operation and Maintenance of Pink Buses in Mardan

Due to typo error in the subject document, the following addendum is hereby issued; which shall form a part and parcel of the original document titled **"Request for Proposals Procurement of Service Provider for Operation and Maintenance of Pink Buses in Mardan"**, issued on December 22, 2018. The contents of this addendum shall supersede/replace pages of the original Bidding document, and shall be read as part of the document.

The aforementioned modified pages are hereby attached with this addendum with changes as highlighted text.

1.3 Conditions Precedent

1.3.1 Employer shall issue a Service Notice indicating the date upon which all the Conditions Precedent have been fully satisfied (and/or waived as applicable) and otherwise when the Services are to commence.

1.3.2 The Conditions Precedent that are required to be satisfied are as follows:

- (a) the Service provider has provided to Employer the Performance Guarantee in accordance with clause 2.2.2; and

2. Appointment of Service provider

2.1 Appointment

2.1.1 Employer's signing this Agreement shall indicate its appointment of the Service provider to provide the Services. Such appointment shall only be effective as of the Effective Date.

2.1.2 The Service provider hereby accepts the appointment by Employer and agrees to provide the Services in accordance with the terms and conditions of this Agreement.

2.2 Commencement of the Services and Term of Contract

2.2.1 The Service provider shall provide the Services from the Commencement Date until the Termination Date.

2.2.2 Unless this Agreement is earlier terminated, the Service provider shall continuously provide the Services contemplated under this Agreement (as may be amended pursuant to its terms) for a term of **three years one year** (extendable on performance basis) commencing from the commencement date. The Employer reserve the right to cancel the term of Contract anytime during the term subject to violation of the terms and conditions contained in this agreement. The Contract can be extended upto eight (08) years subject to:-

- i) Satisfactory performance of the Contract, and / or
- ii) If Employer decided to increase minimum travelled kilometres by two times then employer will give first right of refusal to service provider and service provider refuse to increase.
- iii) If major changes are not required in the contract by the Employer.

3. Performance Guarantee

3.1 The Service provider shall ensure that it maintains with Employer a valid and enforceable Performance Guarantee until the Contractor has fulfilled all its obligations under the Agreement. The Service provider shall have delivered to Employer as a Condition Precedent the duly executed Performance Guarantee in the form attached hereto as Annex C and in the amount of PKR 5,000,000 (Rupees Five Million). The Performance Guarantee shall have a term of one year and shall be renewed or replaced no later than thirty (30) days before its expiry.

3.2 The Performance Guarantee shall be issued by a Scheduled Bank in Pakistan.

3.3 Subject to the fulfilment by the Service provider of all of its obligations under this Agreement, the Performance Guarantee shall be released by Employer within thirty (30) days after the Termination Date.

3.4 All fees, taxes and expenses associated with preparing, providing, issuing, extending, replacing, replenishing or stamping (if applicable) of the Performance Guarantee shall be borne by the Service provider.