# BIDDING DOCUMENTS

## Procurement of Services

## For

## Hiring of Transport / Logistic Firm for Transportation of Textbooks in All Over Punjab

**Note:** Procurement is done in PMIU, PESRP in line with Punjab Procurement Rules, 2014

## October 2026

# E-PROCUREMENT / E-BID SUBMISSION INSTRUCTIONS

1. **Portal and Registration:** The entire bidding process shall be conducted electronically through the Punjab e-Procurement System/portal prescribed by PPRA from time to time. Each bidder is responsible for maintaining a valid supplier registration/profile and for completing all portal requirements before the deadline.

2. **Single Stage-Two Envelope:** The bidder shall prepare and submit a Technical Bid and a Financial Bid separately in the designated electronic sections/envelopes. Price information shall not be included in the Technical Bid. Any price disclosure in the Technical Bid may render the bid non-responsive.

3. **Technical Bid:** The Technical Bid shall contain all eligibility, qualification, technical, tax-registration, experience, affidavit/undertaking and other documents required by the Bidding Document, together with a scanned copy of the applicable Bid Security instrument.

4. **Financial Bid:** The Financial Bid shall contain the prescribed Price Schedule/BOQ, duly completed through the portal. Prices shall be inclusive of all applicable taxes, duties, transportation, delivery and other costs required for complete supply on DDP basis unless expressly stated otherwise.

5. **Bid Security:** Bid Security may be deposited through the digital system **(1-Bill and PSID)** through the Punjab e-procurement system.

6. **No Physical Bid:** Except for the original Bid Security instrument and any other original document expressly required by this Bidding Document/portal, no hard-copy Technical or Financial Bid shall be submitted or considered.

7. **Deadline and Portal Responsibility:** Bidders shall complete uploading and final electronic submission well before the deadline. A bid not successfully submitted through the prescribed portal by the deadline shall be treated as late and shall not be considered, irrespective of the reason, subject to any contrary system-wide direction/notification issued by PPRA.

8. **Clarifications/addenda:** Clarifications, amendments, corrigenda, revised schedules and notices relating to the procurement shall be issued/uploaded through the prescribed e-Procurement System and other mandatory publication channels, where applicable. Bidders are responsible for checking the portal up to the submission deadline.

9. **Electronic Opening and Record:** Technical and Financial Bids shall be opened and processed electronically in accordance with the Single Stage-Two Envelope procedure. The electronic record generated by the prescribed system shall form part of the procurement record.

10. **System Terminology:** Any reference in this Bidding Document to e-Procurement, Punjab e-Procurement System, e-bid, electronic portal or a predecessor system name shall mean the electronic procurement platform officially prescribed/notified by Punjab PPRA for the procurement at the relevant time.

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# Part I – Bidding Procedures

# Section I. Instructions to Bidders

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# Instructions to Bidders

## A. General

**1. Scope of Bid**

**1.1** The Procuring Agency, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is **provided in the BDS.**

**1.2** The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS.**

**2. Source of Funds**

2.1 The Procuring Agency has received budget from the Government of Punjab. It intends to apply a portion of the proceeds of this budget to eligible payments under the contract for which this Request for Proposal is issued.

**3. Eligible Bidders**

3.1 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Procuring Agency to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.

3.2 Government -owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Government.

3.3 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA).

**4. Qualification of the Bidder**

4.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

4.2 All bidders shall include the following information and documents with their bids in Section III, unless otherwise stated in the **BDS**:

(a) copies of original documents defining the constitution

or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) total monetary value of Services performed for each of the last five years;

(c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;

(d) list of major items of equipment proposed to carry out the Contract;

(e) qualifications and experience of key site management and technical personnel proposed for the Contract;

(f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past ten years;

(g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

(h) authority to the Procuring Agency to seek references from the Bidder's bankers;

(i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and

(j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

4.3 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:

(a) the Bid shall include all the information listed in ITB Sub-Clause 4.2 above for each joint venture partner;

(b) the Bid shall be signed so as to be legally binding on all partners;

(c) the Bid shall include a copy of the agreement entered

into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;

(d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

4.4 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

(a) annual volume of Services of at least the amount **specified in the BDS;**

**(b)** experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS;**

(c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;

(d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and

(e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS**.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

4.5 The figures for each of the partners of a joint venture shall

be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.

**5. One Bid per Bidder**

5.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

**6. Cost of Bidding**

6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Procuring Agency will in no case be responsible or liable for those costs.

**7. Site Visit**

7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

## B. Bidding Documents

**8. Content of Bidding Documents**

8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 10:

| | |
|---|---|
| Section I | Instructions to Bidders |
| Section II | Bidding Data Sheet |
| Section III | Bidding Forms |
| Section IV | Scope of Services |
| Section V | Performance Specifications and Drawings |
| Section VI | Priced Activity Schedule |
| Section VII | General Conditions of Contract |

Section VIII Special Conditions of Contract

Section IX Contract Forms

8.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the **BDS**.

**9. Clarification of Bidding Documents**

9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in the invitation to bid. The Procuring Agency will respond to any request for clarification received earlier than **3 days** prior to the deadline for submission of bids. Copies of the Procuring Agency's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

**10. Amendment of Bidding Documents**

10.1 Before the deadline for submission of bids, the Procuring Agency may modify the bidding documents by issuing addenda.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by email to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by email to the Procuring Agency.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Agency shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 20.2 below.

## C. Preparation of Bids

**11. Language of Bid**

11.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written in the language **specified in the BDS**. Supporting documents and printed literature furnished by the Bidder

may be in same language.

**12. Documents Comprising the Bid**

12.1 The Bid submitted by the Bidder shall comprise the following:

(a) The Form of Bid (in the format indicated in Section III);

(b) Bid Security;

(c) Priced Activity Schedule;

(d) Qualification Information Form and Documents;

(e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

12.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

**13. Bid Prices**

13.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.

13.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

13.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.

13.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General

Conditions of Contract.

13.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

**14. Currencies of Bid and Payment**

14.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:

(a) for those inputs to the Services which the Bidder expects to provide from within Pakistan, the prices shall be quoted in Pak Rupees (PKR), unless otherwise **specified in the BDS**; and

(b) for those inputs to the Services which the Bidder expects to provide from outside Pakistan, the prices shall be quoted in any freely convertible foreign currency.

14.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.

14.3 Bidders may be required by the Procuring Agency to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 14.1.

**15. Bid Validity**

15.1 Bids shall remain valid for the period **specified in the BDS**.

15.2 In exceptional circumstances, the Procuring Agency may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by email. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 16 in all respects.

15.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial

bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

**16. Bid Security**

16.1 The Bidder shall furnish, as part of the Bid as **specified in the BDS**.

16.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in Pak Rupees (PKR) or a freely convertible currency, and shall:

(a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;

(b) be issued by a reputable institution selected by the bidder. If the institution issuing the bond is located outside Pakistan, it shall have a correspondent financial institution located in Pakistan to make it enforceable.

(c) be substantially in accordance with one of the forms of Bid Security included in Section IX, Contract Forms, or other form approved by the Procuring Agency prior to bid submission;

(d) be payable promptly upon written demand by the Procuring Agency in case the conditions listed in ITB Sub-Clause 16.5 are invoked;

(e) be submitted in its original form; copies will not be accepted;

(f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 15.2;

16.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 16.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 16.1, shall be rejected by the Procuring Agency as non-responsive.

16.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 34.

16.5 The Bid Security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 15.2; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 33;

(ii) furnish a Performance Security in accordance with ITB Clause 34.

16.6 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent to constitute the JV.

**17. Alternative Proposals by Bidders**

17.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

17.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS,** as will the method of evaluating different times for completion.

17.3 Except as provided under ITB Sub-Clause 17.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Procuring Agency. Alternatives to the specified performance levels shall not be accepted.

17.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as

**indicated in the BDS.**

**18. Format and Signing of Bid**

18.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 12 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS,** and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

18.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.2(a) or 4.3(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Procuring Agency, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

## D. Submission of Bids

**19. Sealing and Marking of Bids**

19.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".

19.2 The inner and outer envelopes shall

(a) be addressed to the Procuring Agency at the address **provided in the BDS;**

(b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and

**(c)** provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**

19.3 In addition to the identification required in ITB Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause

21.

19.4 If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

**20. Deadline for Submission of Bids**

**20.1** Bids shall be delivered to the Procuring Agency at the address specified above no later than the time and date **specified in the BDS.**

20.2 The Procuring Agency may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 10, in which case all rights and obligations of the Procuring Agency and the bidders previously subject to the original deadline will then be subject to the new deadline.

**21. Late Bids**

21.1 Any Bid received by the Procuring Agency after the deadline prescribed in ITB Clause 20 will be returned unopened to the Bidder.

**22. Modification and Withdrawal of Bids**

22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 20.

22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 18 and 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

22.3 No Bid may be modified after the deadline for submission of Bids.

22.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 15.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 16.

22.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

## E. Bid Opening and Evaluation

**23. Bid Opening**

23.1 The Procuring Agency will open the bids, including

modifications made pursuant to ITB Clause 22, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**

23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 22 shall not be opened.

23.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Procuring Agency may consider appropriate, will be announced by the Procuring Agency at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 21; Bids, and modifications, sent pursuant to ITB Clause 22 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.

23.4 The Procuring Agency will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 23.3.

**24. Process to Be Transparent**

24.1 Information relating to the evaluation and comparison of bids and recommendations for the award of a contract shall be disclosed to bidders **10 days before the award** to the successful Bidder is notified.

**25. Clarification of Bids**

25.1 To assist in the examination, evaluation, and comparison of bids, the Procuring Agency may, at its discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Agency may require. The request for clarification and the response shall be in writing or email, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the bids in accordance with ITB Clause 27.

25.2 Subject to ITB Sub-Clause 25.1, no Bidder shall contact the Procuring Agency on any matter relating to its bid from the time of the bid opening to publication of evaluation report.

If the Bidder wishes to bring additional information to the notice of the Procuring Agency, he should do so in writing.

25.3 Any effort by the Bidder to influence the Procuring Agency in the Procuring Agency's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

**26. Examination of Bids and Determination of Responsiveness**

26.1 Prior to the detailed evaluation of bids, the Procuring Agency will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

26.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Procuring Agency's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3 If a Bid is not substantially responsive, it will be rejected by the Procuring Agency, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**27. Correction of Errors**

27.1 Bids determined to be substantially responsive will be checked by the Procuring Agency for any arithmetic errors. Arithmetical errors will be rectified by the Procuring Agency on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

27.2 The amount stated in the Bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If

the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 16.5(b).

**28. Currency for Bid Evaluation**

The Procuring Agency will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 27, is payable (excluding Provisional Sums but including Daywork where priced competitively) to either:

**(a)** the currency (PKR) at the selling rates established for similar transactions by the authority **specified in the BDS** on the date **stipulated in the BDS;**

**or**

(b) a currency widely used in international trade, such as the U.S. dollar, **stipulated in the BDS,** at the selling rate of exchange published in the international press as **stipulated in the BDS** on the date **stipulated in the BDS**, *for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITB Sub-Clause 28.1 (a) above on the date s**pecified in the BDS** for the amount payable in the currency of the Procuring Agency's country*.

**29. Evaluation and Comparison of Bids**

29.1 The Procuring Agency will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 26.

29.2 In evaluating the bids, the Procuring Agency will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

(a) making any correction for errors pursuant to ITB Clause 27;

(b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;

(c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 17; and

(d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with

ITB Sub-Clause 22.5.

29.3 The Procuring Agency reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Procuring Agency will not be taken into account in Bid evaluation.

29.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

**30. Non-Preferential Treatment**

30.1 No bidder (domestic or foreign) shall be eligible for any margin of preference in Bid evaluation.

## F. Award of Contract

**31. Award Criteria**

31.1 Subject to ITB Clause 32, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 3, and (b) qualified in accordance with the provisions of ITB Clause 4.

31.2 If, pursuant to ITB Sub-Clause 12.2 this contract is being let on a "slice and package" basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

**32. Procuring Agency's Right to Accept or Reject all Bids**

32.1 Notwithstanding ITB Clause 31, the Procuring Agency reserves the right to accept all Bids, or to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring Agency's action.

**33. Notification of Award and Signing of Agreement**

33.1 The Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid validity period by email, confirmed by registered letter from the Procuring Agency. This letter (hereinafter and in the

Conditions of Contract called the "Letter of Acceptance") will state the sum that the Procuring Agency will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

33.2 The notification of award will constitute the formation of the Contract.

33.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Procuring Agency and the successful Bidder. It will be signed by the Procuring Agency and sent to the successful Bidder along with the Letter of Acceptance. Within **14 days** of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Procuring Agency, together with the required performance security pursuant to Clause 34.

33.4 Upon fulfillment of ITB Sub-Clause 33.3, the Procuring Agency will promptly return the bid security of unsuccessful Bidders as soon as possible.

**34. Performance Security**

34.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Procuring Agency a Performance Security in the amount and in the form (Bank Guarantee) **stipulated in the BDS,** denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

34.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a bank located in the country of the Procuring Agency or a foreign bank through a correspondent bank located in the country of the Procuring Agency, or (b) with the agreement of the Procuring Agency directly by a foreign bank acceptable to the Procuring Agency.

34.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

**36. Adjudicator**

36.1 The Procuring Agency proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Procuring Agency has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

**37. Corrupt or Fraudulent Practices**

37.1 (a) For the purpose of this provision, the terms set forth below are defined as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;

(ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

(iii) "collusive practices" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

(iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;

(v) "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order 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 pursuing the investigation, or acts intended to materially impede the exercise of the Client's inspection and audit rights.

(b) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) The Procuring Agency will declare mis-procurement if it determines at any time that its representatives were engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract,;

(d) The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that they its representatives, directly or through an agent, were engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

(e) The Procuring Agency will have the right, requiring bidders, suppliers, contractors and consultants to permit the Procuring Agency to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Procuring Agency.

37.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

# Section II. Bidding Data Sheet

**Instructions to Bidders Clause Reference**

| | |
|---|---|
| **A. General** | |
| **1.1** | The Procuring Agency is PMIU-PESRP, School Education Department.<br>The name and identification number of the Contract is: DD(P)/FTBs/2021-22 |
| **1.2** | The Intended Completion Date is **December 31, 2027,** further extendable on mutual understanding of both the parties for further period. |
| **2.1** | The Project is: GOP funded. |
| **4.2** | The Qualification Information and Bidding forms to be submitted are given in Section IV. |
| **4.3** | The information needed for Bids submitted by joint ventures is as follows: NA |
| **4.4** | The qualification criteria in Sub-Clause 4.4 are as per section IV. |
| **4.4(a)** | The minimum required annual volume of Services for the successful Bidder in any of the last ten years shall be as mentioned in section IV. |
| **4.4(b)** | The experience required to be demonstrated by the Bidder has been given in Section-IV. |
| **4.4(c)** | The essential equipment to be made available for the Contract by the successful Bidder shall be as defined in Section-IV. |
| **4.5** | Subcontractors' experience- NA_ |
| **B. Bidding Data** | |
| **8.2 and 18.1** | The number of copies of the Bid to be completed and returned shall be one each of Technical Proposal and Financial Proposal (Separately in sealed envelopes). |
| **C. Preparation of Bids** | |
| **11.1** | Language of the bid: English. |

| | |
|---|---|
| **12.1** | The additional materials required to be completed and submitted are:<br>i. Form of Bid<br>**ii. Bid Security @ 2% (PKR 1,200,000/-) of estimated cost i.e. PKRs 60.00 million**<br>iii. Price activity schedule of transportation with Loading/Unloading Charges.<br>**iv. Contract will be awarded to overall lowest evaluated bidder.**<br>v. In case the lowest quoted price firm fails to continue the assigned task, the next lowest firm will be considered for the activity |
| **13.4** | The Contract is **not** subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract. |
| **14.1** | Local inputs shall be quoted in PKR. |
| **15.1** | The period of Bid validity shall be 90 days after the deadline for Bid submission specified in the BDS. |
| **16.1** | The Bidder shall provide the copies of evidences as mentioned in section IV. |
| **16.2** | The amount of Bid Security shall be @ 2% (PKR 1,200,000/-) of estimated cost i.e. PKRs- 60.00 million in the shape of CDR pay order or demand draft in the name of Programme Director, PMIU, PESRP must be attached/uploaded on Punjab e-Procurement System/portal with technical bid. |
| **17.1** | Alternative bids are not permitted. |
| **17.2** | Alternative times for completion is not permitted. If permitted, the range of acceptable completion time is: NA.<br>If alternative times for completion are permitted, the evaluation method will be as follows: NA_. |
| **17.4** | Alternative technical solutions shall be permitted for the following parts of the Services: NA.<br>If alternative technical solutions are permitted, the evaluation method will be as follows: NA. |
| **D. Submission of Bids** | |
| **19.2** | The interested companies / firms can obtain the Bid documents containing all details with its evaluation criteria and terms & conditions from PMIU-PESRP website: https://pesrp.edu.pk/procurement<br>The Procuring Agency's address for the purpose of any clarification<br>**Programme Monitoring and Implementation Unit**<br>**Punjab Education Sector Reform Programme Link**<br>**Wahdat Road, Near Govt. Pilot HSS Lahore.**<br>**Tel: 042-99260124-5** |

| | |
|---|---|
| **20.1** | The deadline for submission of bids online through prescribed Punjab e-Procurement System shall be November 23, 2026 by 11:00 AM. |

| | |
|---|---|
| **E. Bid Opening and Evaluation** | |
| **23.1** | No proposal shall be accepted, if not submitted through e-procurement system. Bidding documents shall be publicly opened on same day at 11:30 AM on November 23, 2026 at the following address:<br>**Programme Monitoring and Implementation Unit**<br>**Punjab Education Sector Reform Programme Link**<br>**Wahdat Road, Near Govt. Pilot HSS Lahore.**<br>**Tel: 042-99260124-5**. |
| **28.1** | Currency chosen for the purpose of converting to a common currency. PKR.<br>Source of exchange rate: SBP<br>Exchange rate date. Same date of bid opening. |
| **F. Award of Contract** | |
| **34.0** | The Performance Guarantee for one-year in shape of irrevocable / un-conditional Bank Guarantee issued by any Scheduled Bank of Pakistan shall be 10% of the contract price as per the Standard Form on Non-judicial Stamp paper in the name of PD, PMIU-PESRP.<br>**Contract will be awarded to the overall lowest evaluated bidder.** |
| **36.1** | The Adjudicator proposed by the Procuring Agency is Secretary, SED, Govt. of the Punjab. The hourly fee for this proposed Adjudicator shall be NA. The biographical data of the proposed Adjudicator is as follows: Civil Secretariat, Lahore. |

# Section III. Bidding Forms

## Table of Forms

**Service Provider's Bid.....27**

**Bid Security (Bank Guarantee).....28**

**Qualification Information..... 29**

**Letter of Acceptance .....38**

# Service Provider's Bid

*[date]*

To: Programme Monitoring & Implementation Unit (PMIU-PESRP)

Link Wahdat Road near QAED, Lahore.

Lahore

Having examined the bidding documents, we offer to execute the Transportation and Loading of Free Textbooks, *Contract No.* DD(P)/FTBs/2021-22 in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of *[amount in numbers], [amount in words] [names of currencies]*.

The Contract shall be paid in the following currencies:

| Currency | Amount payable in currency | Inputs for which foreign currency is required / not required |
|---|---|---|
| (a) | PKR | NA |
| (b) | | |

We accept the appointment of Secretary, SED as the Adjudicator. ***[or]***

We do not accept the appointment of *[name proposed in the Bidding Data Sheet]* as the Adjudicator, and propose instead that *[name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

| Name and address of agent | Amount and Currency | Purpose of Commission or gratuity |
|---|---|---|
| | | |
| | | |
| | | |

(if none, state "none")

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

# Bid Security (Bank Guarantee)

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

_____

**Beneficiary:** _____

**Date:** _____

**BID GUARANTEE No.:** _____

We have been informed that_____(hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of_____under Invitation for Bids No. _____("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we_____hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of_____(_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

_____

*[signature(s)]*

# Qualification Information

**1. Individual Bidders or Individual Members of Joint Ventures**

*1.1* Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*
Principal place of business: *[insert]*
Power of attorney of signatory of Bid: *[attach]*

*1.2* Total annual volume of Services performed in five years, in the currency specified in the BDS: *[insert]*

1.3 Services performed as prime Service Provider on the provision of Services of a **similar nature and volume over the last ten years**. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

| Project name and country | Name of employer and contact person | Type of Services provided and year of completion | Value of contract |
|---|---|---|---|
| (a) | | | |
| (b) | | | |

1.4 **Major items of Service Provider's Equipment** proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 4.3(c).

| Item of equipment | Description, make, and age (years) | Condition (new, good, poor) and number available | Owned, leased (from whom?), or to be purchased (from whom?) |
|---|---|---|---|
| (a) | | | |
| (b) | | | |

1.5 **Qualifications and experience of key personnel proposed** for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 4.3(e) and GCC Clause 9.1.

| Position | Name | Years of experience (general) | Years of experience in proposed position |
|---|---|---|---|
| (a) | | | |

| |
|---|
| (b) |

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

| Sections of the Services | Value of subcontract | Subcontractor (name and address) | Experience in providing similar Services |
|---|---|---|---|
| (a) | | | |
| (b) | | | |

1.7 Financial reports for the last ten years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 3.

1.9 Name, address, and telephone and facsimile numbers of banks that may provide references if contacted by the Procuring Agency.

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

| Other party(ies) | Cause of dispute | Details of litigation award | Amount involved |
|---|---|---|---|
| (a) | | | |
| (b) | | | |

1.11 Statement of compliance with the requirements of ITB Sub-Clause 3.2.

1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply

with the requirements of the bidding documents.

**2. Joint Ventures**

2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.

2.2 The information in 1.12 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that

(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

**3. Additional Requirements**

3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 4.1, if applicable.

# Section IV. Scope of Services

**Scope/Objective**

Government of the Punjab is implementing the Education Sector Reform Programme to support and scale-up specific interventions to improve education outcomes. Under this programme, one of the foremost objectives of the Punjab Education Sector Reform Programme (PESRP) is distribution of free textbooks amongst the students of government schools all over the Punjab. Free Textbooks and other reading material are ensured to reach the public schools before the start of new academic session. Stock of the books will be available in the Central Warehouse (CWH) at Lahore and books are required to be transported to various Tehsil Warehouses (TWH) situated in 40 districts of the Punjab. Around 650 containerized trucks with loading capacity, linked with tracking system, will be required to transport approximately 24.50 million books from Central Warehouse to Tehsil Warehouses. Services of laborers for loading of books at Central Warehouse, Lahore and unloading of books at tehsil warehouses in the Punjab will also be required.

**Terms of References**

1. Transportation of free textbooks shall only be made in 'Containerized Trucks'.
2. PMIU required trucks of Loading Capacity 30 Ton, 25 Ton, 12.5 Ton, & 4 Ton or any capacity (depending on requirement).
3. Point of Loading of books is Central Warehouse, PMIU-PESRP is Central Warehouse, 35-KM, Nabi Bakhsh, Ferozpur Road, Lahore or anywhere in vicinity of district Lahore.
4. The weightage of books given are estimated which may vary up to $\pm$ 15% (plus minus fifteen percent) with the same terms and conditions and unit rates subject to change in volume/weight of books.
5. Loading of truck at Central Warehouse, Lahore is the responsibility of the Contractor.
6. Unloading of truck at destination tehsil warehouse is the responsibility of the Contractor.
7. Quantities of books loaded onto the truck shall be verified by the Contractor. Any Shortage found at destination point shall be the responsibility of the Contractor.
8. Loading of trucks at Central Warehouse, PMIU-PESRP, Lahore shall start on 9:00 AM and no truck shall enter in premises of Warehouse after 1:00 PM.
9. Advance one week transportation plan shall be given by PMIU-PESRP.
10. PMIU-PESRP shall not be liable for or in respect of any damages or compensation payable at law in respect or consequences of any accident or injury to any workman.
11. The Contactor will be responsible to transport the books while ensuring all safety measures, from PMIU's warehouse, Lahore to the given destinations/Tehsil Warehouses in fully dedicated vehicle.
12. The Contactor will be bound to dispatch/transport books as many times required by the Procuring Agency.
13. The contractor shall provide site & vehicle/truck wise computerized weighing slips against all the books loaded and transported from Central Warehouse Lahore to tehsil

warehouses. Destination wise computerized weighing slips should consist of the following:

i. Weight of empty vehicle/truck in kg/ton.
ii. Weight of loaded vehicle/truck in kg/ton.
iii. Net weight of vehicle/truck loaded with books in kg/ton.

14. The Contractor is bound to submit one copy of computerized weighing slips of all trucks carrying the books from central warehouse Lahore to distribution sites on daily basis.
15. The Contractor is bound to conduct weight of truck carrying books from computerized weighing bridge within the vicinity of Lahore.
16. The Contractor shall ensure that Computerized weighing slips are verified from the concerned Incharge Tehsil warehouse for actual weight of books delivered at destination.
17. The Contactor will be solely responsible to seek permission from the concerned authorities for movement of trucks/vehicles within cities during restricted hours.
18. Payment of weighing shall be borne by the Contractor.
19. The contractor will be liable to sign the Books Dispatch Note (BDN) after ensuring quantities to the level of satisfaction at Central Warehouse, PMIU, Lahore.
20. The Contractor is bound to complete the loading of a truck in maximum 4-5 hours' time.
21. The Contactor will be responsible for handing over the Books to Incharge/Focal Person of Tehsil Warehouse as per Books Dispatch Note (BDN) and obtain the receiving of the same. Signed BDN in all respects shall be submitted by the Contractor at the time of billing to PMIU-PESRP.
22. The contractor will be responsible of counting of books loaded on the truck before departure from Central Warehouse, Lahore.
23. Unloading of truck at destinations/tehsil warehouses point is responsibility of Contractor. Furthermore, Contractor shall arrange labour for unloading and stacking of books at destination/tehsil warehouses.
24. The contractor will depute its representative as an incharge for counting of books loaded onto the truck and acknowledge the confirmation of quantity of books loaded on the truck.
25. The contactor is bound to lock and seal the container/vehicle before transporting the books and is also responsible not to unlock or unseal the container/vehicle in absence of School Education Department's representative.
26. The Contractor is bound to submit site wise computerized weighing slips of all vehicles carrying the books from central warehouse Lahore to distribution sites along with transportation charges in the bill.
27. The payment will be made against the actual weight transported and no rounding off (round up or round down) in terms of weight in tons shall be allowed.
28. Any inconsistency in quantity of books is found between what is dispatched and what is received at particular site contractor shall solely be liable to bear the damages equivalent to the value of books misplaced/damaged.
29. Contractor is bound to submit bill along with required documents to PMIU-PESRP.

30. Payment of transportation, loading & unloading charges as per actual usage of trucks shall be made by PMIU-PESRP/SED.
31. Payment to the contractor only be made through Pay Order/Cheque/DDR/CDR in the name of the Contractor by PMIU-PESRP, through AG Punab, after deducting all applicable taxes.

# Section V. Price Schedule

**Financial Bid for Loading, Unloading, & Transportation of Free Textbooks for the Academic Session 2027-28**

| Sr.No. | District | Tehsil | Expected Weight (TONs) | Rate Per Ton (Transportation, Loading & Unloading charges including all taxes) | Total Bid Amount (Transportation, Loading, unloading charges included all taxes) |
|---|---|---|---|---|---|
| **A** | **B** | **C** | **D** | **E** | **F= (D x E)** |
| 1 | **ATTOCK** | ATTOCK | **38** | | |
| 2 | | FATEH JANG | **38** | | |
| 3 | | HASSANABDAL | **28** | | |
| 4 | | HAZRO | **39** | | |
| 5 | | JAND | **32** | | |
| 6 | | PINDI GHEB | **24** | | |
| 7 | **BAHAWALNAGAR** | BAHAWALNAGAR | **78** | | |
| 8 | | CHISHTIAN | **83** | | |
| 9 | | FORT ABBAS | **48** | | |
| 10 | | HAROONABAD | **61** | | |
| 11 | | MINCHINABAD | **51** | | |
| 12 | **BAHAWALPUR** | AHMADPUR EAST | **71** | | |
| 13 | | BAHAWALPUR | **115** | | |
| 14 | | HASILPUR | **41** | | |
| 15 | | KHAIRPUR TAMEWALI | **22** | | |
| 16 | | YAZMAN | **54** | | |
| 17 | **BHAKKAR** | BHAKKAR | **91** | | |
| 18 | | DARYA KHAN | **45** | | |
| 19 | | KALLUR KOT | **43** | | |
| 20 | | MANKERA | **32** | | |
| 21 | **CHAKWAL** | CHAKWAL | **66** | | |
| 22 | | CHOA SAIDAN SHAH | **13** | | |
| 23 | | KALLAR KAHAR | **15** | | |
| 24 | **CHINIOT** | BHOWANA | **38** | | |
| 25 | | CHINIOT | **60** | | |
| 26 | | LALIAN | **47** | | |
| 27 | **D.G. KHAN** | D.G.KHAN | **109** | | |
| 28 | | KOH-E-SULEMAN | **22** | | |
| 29 | | KOT CHUTTA | **64** | | |
| 30 | | TAUNSA | **81** | | |
| 31 | **FAISALABAD** | CHAK JHUMARA | **36** | | |
| 32 | | FAISALABAD | **190** | | |

| Sr.No. | District | Tehsil | Expected Weight (TONs) | Rate Per Ton (Transportation, Loading & Unloading charges including all taxes) | Total Bid Amount (Transportation, Loading, unloading charges included all taxes) |
|---|---|---|---|---|---|
| A | B | C | D | E | F= (D x E) |
| | | CITY | | | |
| 33 | | FAISALABAD SADDAR | **143** | | |
| 34 | | JARANWALA | **145** | | |
| 35 | | SAMUNDARI | **72** | | |
| 36 | | TANDLIAN WALA | **70** | | |
| 37 | **GUJRANWALA** | GUJRANWALA | **169** | | |
| 38 | | KAMOKE | **57** | | |
| 39 | | NOSHERA VIRKAN | **53** | | |
| 40 | **GUJRAT** | GUJRAT | **152** | | |
| 41 | | KHARIAN | **88** | | |
| 42 | | SARAI ALAM GIR | **29** | | |
| 43 | **HAFIZABAD** | HAFIZABAD | **66** | | |
| 44 | | PINDI BHATTIAN | **59** | | |
| 45 | **JHANG** | 18-HAZARI | **34** | | |
| 46 | | AHMAD PUR SIAL | **47** | | |
| 47 | | JHANG | **154** | | |
| 48 | | SHORKOT | **65** | | |
| 49 | **JHELUM** | DINA | **25** | | |
| 50 | | JHELUM | **43** | | |
| 51 | | PIND DADAN KHAN | **31** | | |
| 52 | | SOHAWA | **23** | | |
| 53 | **KASUR** | CHUNIAN | **69** | | |
| 54 | | KASUR | **124** | | |
| 55 | | KOT RADHA KISHAN | **34** | | |
| 56 | | PATTOKI | **77** | | |
| 57 | **KHANEWAL** | KABIRWALA | **96** | | |
| 58 | | KHANEWAL | **136** | | |
| 59 | | MIAN CHANNU | **92** | | |
| 60 | **KHUSHAB** | KHUSHAB | **102** | | |
| 61 | | NOORPUR THAL | **31** | | |
| 62 | **KOT ADU** | KOT ADU | **123** | | |
| 63 | **LAHORE** | CANTT | **58** | | |
| 64 | | CITY | **192** | | |
| 65 | | MODEL TOWN | **121** | | |
| 66 | | RAIWIND | **64** | | |
| 67 | | SHALIMAR | **114** | | |
| 68 | **LAYYAH** | CHAUBARA | **32** | | |

| Sr.No. | District | Tehsil | Expected Weight (TONs) | Rate Per Ton (Transportation, Loading & Unloading charges including all taxes) | Total Bid Amount (Transportation, Loading, unloading charges included all taxes) |
|---|---|---|---|---|---|
| **A** | **B** | **C** | **D** | **E** | **F= (D x E)** |
| 69 | | KAROR LALISAN | **92** | | |
| 70 | | LAYYAH | **133** | | |
| 71 | **LODHRAN** | DUNYAPUR | **59** | | |
| 72 | | KAROR PACCA | **33** | | |
| 73 | | LODHRAN | **57** | | |
| 74 | **MANDI BAHA UD DIN** | MALIKWAL | **38** | | |
| 75 | | MANDI BAHUDDIN | **63** | | |
| 76 | | PHALIA | **65** | | |
| 77 | **MIANWALI** | ISA KHEL | **63** | | |
| 78 | | MIANWALI | **95** | | |
| 79 | | PIPLAN | **53** | | |
| 80 | **MULTAN** | JALALPUR PIRWALA | **41** | | |
| 81 | | MULTAN | **236** | | |
| 82 | | SHUJA ABAD | **44** | | |
| 83 | **MURREE** | KOTLI SATTIAN | **14** | | |
| 84 | | MURREE | **24** | | |
| 85 | **MUZAFFARGARH** | ALIPUR | **44** | | |
| 86 | | JATOI | **53** | | |
| 87 | | MUZAFFARGARH | **120** | | |
| 88 | **NANKANA SAHIB** | NANKANA SAHIB | **92** | | |
| 89 | | SHAHKOT | **56** | | |
| 90 | **NAROWAL** | NAROWAL | **78** | | |
| 91 | | SHAKARGARH | **64** | | |
| 92 | | ZAFARWAL | **45** | | |
| 93 | **OKARA** | DEPALPUR | **135** | | |
| 94 | | OKARA | **118** | | |
| 95 | | RENALA KHURD | **53** | | |
| 96 | **PAKPATTAN** | ARIFWALA | **89** | | |
| 97 | | PAKPATTAN | **90** | | |
| 98 | **RAHIMYAR KHAN** | KHANPUR | **110** | | |
| 99 | | LIAQATPUR | **104** | | |
| 100 | | RAHIMYAR KHAN | **165** | | |
| 101 | | SADIQABAD | **112** | | |
| 102 | **RAJANPUR** | JAMPUR | **74** | | |
| 103 | | RAJANPUR | **72** | | |
| 104 | | ROJHAN | **23** | | |
| 105 | **RAWALPINDI** | GUJAR KHAN | **65** | | |

| Sr.No. | District | Tehsil | Expected Weight (TONs) | Rate Per Ton (Transportation, Loading & Unloading charges including all taxes) | Total Bid Amount (Transportation, Loading, unloading charges included all taxes) |
|---|---|---|---|---|---|
| **A** | **B** | **C** | **D** | **E** | **F= (D x E)** |
| 106 | | KAHUTA | **49** | | |
| 107 | | RAWALPINDI | **152** | | |
| 108 | | TAXILA | **40** | | |
| 109 | **SAHIWAL** | CHICHAWATANI | **125** | | |
| 110 | | SAHIWAL | **165** | | |
| 111 | **SARGODHA** | BHALWAL | **106** | | |
| 112 | | SARGODHA | **188** | | |
| 113 | | SHAHPUR | **35** | | |
| 114 | | SILLANWALI | **39** | | |
| 115 | **SHEIKHUPURA** | FEROZWALA | **45** | | |
| 116 | | MURIDKE | **47** | | |
| 117 | | SHARAQPUR | **16** | | |
| 118 | | SHEIKHUPURA | **144** | | |
| 119 | **SIALKOT** | DASKA | **86** | | |
| 120 | | PASRUR | **81** | | |
| 121 | | SAMBRIAL | **35** | | |
| 122 | | SIALKOT | **114** | | |
| 123 | **T.T.SINGH** | GOJRA | **73** | | |
| 124 | | KAMALIA | **45** | | |
| 125 | | PIR MAHAL | **52** | | |
| 126 | | TOBA TEK SINGH | **103** | | |
| 127 | **TALAGANG** | TALAGANG | **56** | | |
| 128 | **VEHARI** | BUREWALA | **94** | | |
| 129 | | MAILSI | **83** | | |
| 130 | | VEHARI | **97** | | |
| 131 | **WAZIRABAD** | WAZIRABAD | **79** | | |
| **Grand Total** | | | **9,786** | **-** | **-** |

**Note:**

i. It is compulsory for firms to bid for all destination.

ii. Performance guarantee of 10% value of the agreed amount will be required before signing of the Contract.

iii. Rates quoted will neither be changed nor will any increase under any circumstances be allowed till the expiry of the assignment. In case, the firm breaches the contract or does not fulfil the obligation, the amount will be forfeited without serving any notice thereon.

iv. The firm will quote the prices inclusive of all applicable taxes on the list given above. The commutative cost mentioned against the expected weight will be taken into account for award of the contract.

## Section VI. Evaluation Criteria

**A. Mandatory Eligibility Criteria**

The following eligibility requirements are mandatory. A bidder failing to meet any of the following requirements shall be considered non-responsive and shall not be considered for further technical evaluation.

| Sr. No. | Eligibility Criteria | Documentary Evidence Required |
|---|---|---|
| **1** | The bidder must be a legally registered firm/company and registered with the relevant tax authorities, including **Income Tax (NTN)** and **Punjab Sales Tax (PST)**, as applicable. The bidder shall also be registered with **SECP or other relevant authority**, according to its legal status. | Copies of valid registration/incorporation documents, NTN and PST registration certificates. |
| **2** | The bidder must have **ownership of at least fifty (50) registered trucks** and have sufficient operational capacity to transport and deliver Free Textbooks to designated locations **across Punjab** within the prescribed timelines. The vehicles deployed for the assignment shall be covered under a vehicle tracking system. | Copies of valid registration documents in the name of bidding firm, from relevant Excise & Taxation Department. |
| **3** | The bidder must **not be blacklisted** by any Government Department, Public Sector Organization, Autonomous/Semi-Autonomous Body or other public procuring agency. | Affidavit/declaration on stamp paper duly signed by the authorized representative of the bidder. |

Only bidders fulfilling all of the above mandatory eligibility criteria shall qualify for Technical Evaluation.

**B. Technical Evaluation Criteria**

Eligible bidders shall be technically evaluated on the basis of the following criteria. Marks shall be awarded only against the required documentary evidence submitted with the technical bid.

| Sr. No. | Evaluation Criteria | Maximum Marks | Marking Criteria / Evidence Required |
|---|---|---|---|
| **1** | **Company Profile / Experience in Transportation & Logistics Business** | **10** | The bidder must have at least **five (05) years of experience** in transportation/logistics business.<br><br>Documentary evidence of registration/business operations shall be provided. |
| **2** | **Similar Transportation / Logistics Assignments** | **15** | The bidder shall have successfully completed transportation/logistics assignments having an **annual volume of PKR 15 million or above**, undertaken for **Public Sector or renowned/multinational private-sector organizations in the last five (05) years**.<br><br>**05 marks for each qualifying assignment, subject to a maximum of 15 marks.**<br><br>Copies of work orders/contracts/completion certificates clearly showing the nature and value of assignment shall be provided. |

| | | | |
|---|---|---|---|
| **3** | **Financial Capacity / Annual Turnover** | **15** | The bidder must have an **average annual turnover of at least Rs. 200 million during the last three (03) financial years**.<br><br>Audited financial statements/reports for the last three financial years shall be provided. |

**Total Technical Marks: 40**

**Note:** The bidder which will obtain **scores 30 or above** in the technical proposal will be declared as technically qualified and technically qualified firms only shall be entitled to participate in the subsequent procurement proceedings.

# Letter of Acceptance

*[letterhead paper of the Procuring Agency]*

*[date]*

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

**Note:** Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a mane for a substitute, who was accepted by the Procuring Agency. And the third option if the Bidder has objected the proposed Adjudicator and proposed a mane for a substitute, who was not accepted by the Procuring Agency.

We confirm that *[insert name proposed by Procuring Agency in the Bidding Data]*,

**or**

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

**or**

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 36.1 of the Instructions to Bidders

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract

# Part II – Conditions of Contract and Forms

# Form of Contract

## LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency]* (hereinafter called the "Employer") and, on the other hand, *[name of Service Provider]* (hereinafter called the "Service Provider").

[***Note**: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows:* "…(hereinafter called the "Employer") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider's obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (hereinafter called the "Service Provider").]

WHEREAS

(a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

(c) the Employer has received budget from the Government of Punjab. It intends to apply a portion of the proceeds of this budget to eligible payments under the contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

(a) the Letter of Acceptance;

(b) the Special Conditions of Contract;

(c) the General Conditions of Contract;

(d) the Scope of Services;

(e) Performance Specifications and Drawings;

(f) the Priced Activity Schedule; and

(g) the Service Provider's Bid.

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

   (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

   (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

_____

*[Authorized Representative]*

For and on behalf of *[name of Service Provider]*

_____

*[Authorized Representative]*

[***Note**: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner*:]

For and on behalf of each of the Members of the Service Provider

_____

*[name of member]*

_____

*[Authorized Representative]*

_____

*[name of member] [Authorized*

_____

*Representative]*

# Section VI. General Conditions of Contract

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# Section V. General Conditions of Contract

## 1. General Provisions

**1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.

(b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;

(c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer

(e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(f) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(g) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.

(h) "Employer" means the party who employs the Service Provider

(i) "Foreign Currency" means any currency other than the currency of the country of the Employer;

(j) "GCC" means these General Conditions of Contract;

(k) "Government" means the Government of the Punjab;

(l) "Local Currency" means Pak Rupee (PKR);

(m) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;

(e) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;

(f) "Personnel" means persons hired by the Service Provider or

by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

(g) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;

(h) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Employer

(i) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

(j) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer

(k) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.

(l) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

**1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

**1.3 Language** This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

**1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.

**1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**

**1.7 Inspection and Audit by the Procuring Agency** The Service Provider shall permit the Procuring Agency to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Procuring Agency, if so required.

**1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## 2. Commencement, Completion, Modification, and Termination of

## Contract

**2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

**2.2 Commencement of Services**

**2.2.1 Work Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Work Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Work Program as updated.

**2.2.2 Starting Date** The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**

**2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

**2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

**2.5 Force Majeure**

**2.5.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

**2.6 Termination**

**2.6.1 By the Employer** The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to

be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

(a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within twenty-one (21) days after being notified or within any further period as the Employer may have subsequently approved in writing;

(b) if the Service Provider become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less forty-five (45) days; or

(d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;

(ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

(iii) "collusive practices" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

(vi) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;

(v) "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order 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 pursuing the investigation, or acts intended to materially impede the exercise of the Client's inspection and audit rights.

**2.6.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in

paragraphs (a) and (b) of this Sub-Clause 2.6.2:

(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than forty-five (45) days.

**2.6.3 Suspension of Payment** If the Service Provider has not received sums due to by the due date **stated in the SCC** in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

**2.6.4 Payment upon Termination** Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the foreign Personnel.

## 3. Obligations of the Service Provider

**3.1 General** The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

**3.2 Conflict of Interests**

**3.2.1 Service Provider Not to Benefit from Commissions and Discounts** The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

**3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in** The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its and affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting

| | |
|---|---|
| **Project** | from or closely related to the Services. |
| **3.2.3 Prohibition of Conflicting Activities** | Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:<br>(a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;<br>(b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;<br>(c) after the termination of this Contract, such other activities as may be **specified in the SCC.** |
| **3.3 Confidentiality** | The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer. |
| **3.4 Insurance to be Taken Out by the Service Provider** | The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid. |
| **3.5 Service Provider's Actions Requiring Employer's Prior Approval** | The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:<br>(a) entering into a subcontract for the performance of any part of the Services,<br>(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),<br>(c) changing the Program of activities; and<br>(d) any other action that may be **specified in the SCC**. |
| **3.6 Reporting Obligations** | The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix. |
| **3.7 Documents Prepared by the Service Provider to Be the Property of the Employer** | All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC.** |
| **3.8 Liquidated Damages** | |
| **2.8.1 Payments of Liquidated** | The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the |

**Damages** Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

**2.8.2 Correction for Over-payment** If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on that sum, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

**2.8.3 Lack of performance penalty** If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

**3.9 Performance Security** The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee.

## 4. Service Provider's Personnel

**4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

**4.2 Removal and/or Replacement of Personnel**

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. Obligations of the Employer

**5.1 Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and

exemptions as **specified in the SCC**.

**5.2 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

**5.3 Services and Facilities**

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

## 6. Payments to the Service Provider

**6.1 Lump-Sum Remuneration**

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

**6.2 Contract Price**

(a) The price payable in Pak Rupees (PKR).

(b) The price payable in foreign currency is set **forth in the SCC**.

**6.3 Payment for Additional Services**

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E

**6.4 Terms and Conditions of Payment**

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. Any payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

**6.5 Interest on Delayed Payments**

If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

**6.6 Price Adjustment**

2.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate shall be adjusted by applying the respective price adjustment factor to the payment amounts due.

2.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

**6.7 Dayworks**

6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the

Services being performed.

6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2.

## 7. Quality Control

**7.1 Identifying Defects**

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

**7.2 Correction of Deficiencies, and Non-Performance Penalty**

(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Deficiencies remain to be corrected.

(b) Every time notice a Deficiency is given, the Service Provider shall correct the notified Deficiency within the length of time specified by the Employer's notice.

(c) If the Service Provider has not corrected a Deficiency within the time specified in the Employer's notice, the Employer will assess the cost of having the Deficiency corrected, the Service Provider will pay this amount, and a Penalty for Non-Performance calculated as described in Sub-Clause 3.8.

## 8. Settlement of Disputes

**8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**8.2 Dispute Settlement**

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new

Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

# Section VII. Special Conditions of Contract

| Number of GC Clause | Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| **1.1(a)** | The Adjudicator is Secretary, School Education Department |
| **1.1(e)** | The contract name is *Hiring of Transport/Logistic Firm for Transportation of Textbooks in All over Punjab.* |
| **1.1(h)** | The Employer is PMIU-PESRP, SED |
| **1.1(m)** | The Member in Charge is Programme Director |
| **1.1(p)** | The Service Provider is _____ |
| **1.2** | The Applicable Law is: Islamic Republic of Pakistan |
| **1.3** | The language is English |
| **1.4** | The addresses are:<br>Employer: **Programme Monitoring and Implementation Unit**, **Punjab Education Sector Reform Programme**, **Link Wahdat Road, Near Govt. Pilot HSS Lahore. Tel: 042-99260124-5**<br>Attention: Programme Director<br>Tel: 99260124-25_____<br>Email: _____<br>Service Provider: _____<br>Attention:_____<br>Tel: _____<br>Email: _____ |
| **1.6** | The Authorized Representatives are:<br>For the Employer: Deputy Director (Coordination), PMIU-PESRP<br>For the Service Provider: _____ |
| **2.1** | The date on which this Contract shall come into effect is one day after execution of agreement. |
| **2.2.2** | The Starting Date for the commencement of Services is after the singing of the Contract. |

| Number of GC Clause | Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| **2.3** | The Intended Completion Date is December 31, 2027, further extendable on mutual consent of both the parties. |
| **3.2.3** | Activities prohibited after termination of this Contract are: NA |
| **3.4** | The risks and coverage by insurance shall be: NA |
| **3.5(d)** | The other actions are NA.] |
| **3.7** | Restrictions on the use of documents prepared by the Service Provider are:<br>NA |
| **3.8.1** | The liquidated damages rate is at the bank rate per day.<br>The maximum amount of liquidated damages for the whole contract is 100% percent of the final Contract Price. |
| **3.8.3** | The percentage to be used for the calculation of Lack of performance **Penalty(ies) is 10%.** |
| **5.1** | The assistance and exemptions provided to the Service Provider are:<br>NA |
| **6.2(a)** | The amount in Pak Rupees is PKR. |
| **6.2(b)** | The amount in foreign currency is NA |
| **6.4** | Payments shall be made according to the following schedule:<br>• Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators:<br>➢ On completion of the assignments on monthly basis. |
| **6.5** | Payment shall be made after due process at PMIU and AG Punjab after verification/receipt of acknowledgement from the concerned Tehsil warehouse. |
| **6.6.1** | NA |

| Number of GC Clause | Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| **7.1** | The principle and modalities of inspection of the Services by the Employer are as follows: On receipt of acknowledgement receipts that the quantity has been received accordingly and not damaged during transportation. Admin & Account Officer, DD(C) and DD(F) will inspect the services or any authorized officer by PD, PMIU.<br><br>The Defects Liability Period is ten days. |
| **8.** | By mutual consent of the Purchaser and the Supplier, any dispute arising out of or in connection with this Contract shall be referred to the Secretary, School Education Department, Government of the Punjab, as the Sole Arbitrator. In the event of the Secretary's inability or unavailability to act, a substitute Sole Arbitrator shall be nominated by the Secretary, School Education Department. The Sole Arbitrator shall provide both parties a reasonable opportunity of hearing, and the award shall be final and binding upon both parties. |

# Performance Bank Guarantee (Unconditional)

To: _____

Whereas_____(hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No._____dated_____to execute _____ (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of_____, _____, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of_____*]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____
Address_____
Date _____

# Appendices

## Appendix A — Scope of Services

This Section contains detailed description of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Agency etc.

## Appendix B — Schedule of Payments & Reporting Requirements

*List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."*

## Appendix C — Key Personnel and Subcontractors

*List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel to be assigned to work, and staff-months for each.*

*C-2 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1. NA*

## Appendix D — Breakdown of Contract Price

*List here the elements of cost used to arrive at the breakdown of the lump-sum price:*

*1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*

*2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional Services.*