Tender Document

Tender No. 48880-16112026-01

PROCUREMENT OF TRANSPORT SERVICES (LOT-1) AND DOMESTIC AND INTERNATIONAL AIR TRAVEL AND HOTEL BOOKING SERVICES (LOT-2) FOR PROJECT OF ESTBALISHMENT OF IT LABS IN COLLEGES ACROSS PUNJAB

INFORMATION TECHNOLOGY UNIVERSITY (ITU)

6th Floor, Arfa Software Technology Park,
346-B, Ferozepur Road, Lahore, Pakistan
Phone: (+92) (42) 111-111-488 (6029)
www.itu.edu.pk, procurement@itu.edu.pk

Table of Contents

Contents

Section-I: Invitation to Bids **4**
Section-II: Instructions to Bidders (ITB) **6**
2.1. INTRODUCTION 6
2.2. THE BIDDING DOCUMENTS 8
2.3. PREPARATION OF BIDS 10
2.4. SUBMISSION OF E-BIDS 15
2.5. OPENING AND EVALUATION OF E-BIDS 16
2.6. AWARD OF CONTRACT 21
Section-III: Detailed Requirement/Technical Specifications **24**
Section-IV: Bid Data Sheet **29**
Section-V: General Conditions of Contract (GCC) **35**
1. DEFINITIONS 35
2. APPLICATION 35
3. COUNTRY OF ORIGIN (where applicable) 35
4. STANDARDS 35
5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE PROCURING AGENCY 36
6. PERFORMANCE GUARANTEE 36
7. INCIDENTAL MATERIAL [If required and decided by the Procuring Agency] 37
8. PAYMENT 37
9. PRICES 37
10. CHANGE ORDERS 37
11. CONTRACT AMENDMENTS 38
12. ASSIGNMENT 38
13. SUB-CONTRACTS 38
14. DELAYS IN THE CONTRACTOR'S PERFORMANCE 38
15. LIQUIDATED DAMAGES 38
16. TERMINATION FOR DEFAULT 39
17. FORCE MAJEURE 40
18. TERMINATION FOR INSOLVENCY 41
19. TERMINATION FOR CONVENIENCE 41
20. RESOLUTION OF DISPUTES 41
21. GOVERNING LANGUAGE 41
22. APPLICABLE LAW 41
23. NOTICES 42
24. TAXES AND DUTIES 42
25. CHANGE IN MINIMUM WAGE RATE 42
26. FRAMEWORK CONTRACT DURATION 42
Section-VI: Special Conditions of Contract (SCC) **43**
1. DEFINITIONS (GCC CLAUSE 1) 43
2. PERFORMANCE GUARANTEE (GCC CLAUSE 6) 43

3. INCIDENTAL MATERIALS (GCC CLAUSE 7) 43
4. PAYMENT (GCC CLAUSE 8) 43
5. PRICES (GCC CLAUSE 9) 44
Section-VII: Schedule of Requirements / Work Plan 45
7.1 SCHEDULE OF REQUIREMENTS 45
Section-VIII: Sample Forms 46
Section-IX: Check List 60
Stamp & Signature of Bidder _____ 61

Section-I: Invitation to Bids

BIDDING DOCUMENT FOR THE PROCUREMENT OF TRANSPORT SERVICES (LOT-1) AND DOMESTIC AND INTERNATIONAL AIR TRAVEL AND HOTEL BOOKING SERVICES (LOT-2) FOR PROJECT OF IT LABS IN COLLEGES ACROSS PUNJAB

1. E-Bids are invited from Bidders i.e. firms/companies/sole proprietor/service providers, etc. engaged in trading, registered with relevant Registration Authorities and Tax Departments / Authorities (Income Tax & Sales Tax, etc.). The E-bids shall be received as per **Single Stage, One Envelope Procedures**.

2. Technical and Financial Bids, duly completed, signed, stamped, and in complete conformity with Bidding Documents, duly accompanied by a scanned copy of Bid Security Instrument and affidavit, must be submitted online on E-Procurement Portal. Original Bid Security Instrument must be submitted only through digital online payment (PSID) via the Punjab E-Procurement System (Link with BOP) in the favor of Information Technology University of Punjab before the E-bid Submission deadline. No physical bid security/CDR/Pay Order/ Demand Draft shall be accepted/entertained.

3. The complete bid as required under this tender document must be submitted **online on the e-Procurement System website, i.e.**

   https://ep.punjab.gov.pk as per the following schedule:

E-bid Submission Date & Time	**1st December, 2026** (time as determined by e-procurement portal)
E-bid Opening Date & Time	**1st December, 2026** (time as determined by e-procurement portal)

4. Bidders are advised to ensure uploading the Bids on the E-PROCUREMENT SYSTEM Portal, well before the submission deadline, and not wait for the last date and time to upload the bid. Bid submission on the E-PROCUREMENT SYSTEM Portal shall entirely be the responsibility of the bidder. Information Technology University of Punjab, Lahore shall not be held responsible for any issues thereof. For any assistance regarding E-PROCUREMENT SYSTEM Portal, system support email and phone numbers are provided on PPRA'S website. Bidding Documents are immediately available after date of publication. Information Technology University will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or uploading of E-bids.

5. Bids shall be publicly opened in the Committee Room of Information Technology University, 6th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, on scheduled date and time. In case of official holiday on the day of submission, next day will be treated as closing date. The Bidding document carrying all details can also be downloaded from ITU's website https://itu.edu.pk/tenders, and PPRA's website http://ppra.punjab.gov.pk.

6. Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Goods /Services must be received in writing to the Purchaser till the time and date specified in E-PROCUREMENT SYSTEM for clarification. Any query received

after said date may not be entertained. All queries shall be responded to within due time. ITU will host a Q&A session at ITU premises (6th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore). All Bidders shall be informed of the date and time in advance.

7. The bidder shall submit bid which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding "Determination of Responsiveness of Bid" and "Rejection / Acceptance of the Tender" for making their bids substantially responsive to the requirements of the Bidding Document.

8. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

9. It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

10. The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

11. The procurement is divided into two (02) Lots: **Lot-1: Transport Services** and **Lot-2: Domestic and International Air Travel and Hotel Booking Services**. Bidders may bid for one or both Lots; however, each Lot shall be bid, evaluated and awarded separately. The Technical Specifications, Price Schedule and Bid Security shall be submitted against the complete Lot(s) bid for.

Section-II: Instructions to Bidders (ITB)

Note: All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules2014, the later shall prevail.

2.1. INTRODUCTION

2.1.1 Scope of Bid

The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the **Procurement of Transport Services (Lot-1) and Domestic and International Air Travel and Hotel Booking Services (Lot-2) as specified** in the **Section-III (Technical Specifications)**, **Section-IV (Bid Data Sheet (BDS)** and **Section VII- (Schedule of Requirements)**. The successful Bidders will be expected to deliver and deploy the services within the specified period and timeline(s) as stated in the BDS.

2.1.2 Source of Funds

The Procuring Agency named in the Bid Data Sheet has received budget from the Government. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.

2.1.3 Eligible Bidders

i) The Invitation to Bids is open for bidders / service providers (for the Procurement of Transport Services (Lot-1) and Air Travel & Hotel Booking Services (Lot-2) for Project) registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax & Sales Tax), and registered on E-Procurement system, except as provided hereinafter.

ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation to Bids [if applicable].

iii) Bidders shall not be under a declaration of blacklisting by the Procuring Agency.

iv) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

   a) Are associated or have been associated for the procurement of the services to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.

   b) Have controlling shareholders in common; or

   c) Receive or have received any direct or indirect subsidy from any of them; or

d) Have the same legal representative for purposes of this E-bid; or

e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

v) A Bidder may be ineligible if:

(a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent;

(b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;

(c) legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;

(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

(e) the Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

(f) the Bidder is debarred and blacklisted in general (i.e., to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

(g) the firm, supplier or contractor is blacklisted/ debarred by any international organization.

vi) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

vii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

viii) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

2.1.4 Eligible Goods and Services

i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.

ii) For purposes of this clause, "origin" means the place where the goods are mined,

grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

iii) The origin of goods and services is distinct from the nationality of the Bidder. *In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.*

2.1.5 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its E-bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.1.6 One person one bid

i) As per Rule-36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.

iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

2.1.7 Work Plan/Deputation Plan

The Bidder shall be responsible for the provision of bids as per **Plan/Deputation** work plan/deputation plan formulated by the procuring agency and procuring agency may also, from time to time amend the same as per its requirement.

2.2. THE BIDDING DOCUMENTS

2.2.1 Content of Bidding Documents

i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:

(a) Invitation to Bids
(b) Instructions to Bidders (ITB)
(c) Technical Specifications
(d) Bid Data Sheet
(e) General Conditions of Contract (GCC)
(f) Special Conditions of Contract (SCC)
(g) Schedule of Requirements
(h) Bid Form
(i) Bidder Profile Form
(j) General Information Form
(k) Affidavit

(l) Bid Security Form

(m) Technical Bid Form

(n) Contract Form

(o) Financial Bid Form / Price Schedule

(p) Performance Guarantee Form

(q) Check List

ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB 2.2.1 (i) above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.

iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2 Clarification of Bidding Documents

i) 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 Invitation to Bid/ Tender Notice/ Advertisement or on the E-Procurement system. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than **seven (07) days** prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. The Procuring Agency's response (including an explanation of the query but without identifying) will be uploaded on the E-Procurement system for clarity of bidders.

ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency through E-Procurement system.

iii) The Procuring Agency will within **three (03) working days** after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than **seven (07) days** prior to the deadline for the submission of Bids. As prescribed in ITB 2.2.2 (i), above. However, this clause shall not apply in case of alternate methods of Procurement.

iv) Copies of the Procuring Agency's response will be uploaded on E-Procurement system, including a description of the inquiry, but without identifying its source.

v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 2.2.3.

vi) If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.

vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders by uploading same on the E-Procurement system. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3 Amendment of Bidding Documents

i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, through E-Procurement system, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.

ii) Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.

iii) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g., email that secures record of the content of subject communication.

iv) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. PREPARATION OF BIDS

2.3.1 Language of Bid

i) 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 Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

2.3.2 Bid Form

i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the said required goods/services etc. etc. to be provided.

2.3.3 Bid Prices

i) The Bidder shall indicate on form 8.9 the unit prices (where applicable) and total Bid price of the goods/services it proposes to supply under the contract.

ii) The Bidder shall indicate on form 8.9 the unit prices (where applicable) and total Bid price of the goods/services of which it proposes to provide under the contract.

iii) Prices indicated on the Price Schedule shall be for complete Items/Services of relevant Lot.

iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A E-bid submitted with an adjustable price quotation will be treated as non-responsive and may be rejected.

2.3.4 Bid Currencies

i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.

2.3.5 Documents Establishing Bidder's Eligibility and Qualification

i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its E-bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its E-bid is accepted.

ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its E-bid, is eligible as defined under ITB Clause 2.1.3.

iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its E-bid is accepted, shall establish to the Procuring Agency's satisfaction:

(a) that the Bidder has the financial, technical capability necessary to perform the contract;

(b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.6 Documents Establishing Good's Eligibility and Conformity to Bidding Documents

i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its E-bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.

ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a Certificate of Origin issued at the time of shipment.

iii) The documentary evidence of conformity of the goods and services to the Bidding documents may be in the form of literature, drawings, data and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and

(c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.

v) Where a sample(s) is required by a procuring agency, the sample shall be:

(a) submitted as part of the E-bid, in the quantities, dimensions and other details requested in the BDS;

(b) carriage paid;

(c) received on, or before, the closing time and date for the submission of E-bids; and

(d) Evaluated to determine compliance with all characteristics listed in the BDS.

{However, the procuring agency may also opt to ask for samples after submission of technical bids (where required)}.

vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the E-bid if the sample(s):

(a) do(es) not conform to all characteristics prescribed in the bidding documents; and

(b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.

vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.

viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.

ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till **thirty (30) days** from the date of award of contract

or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).

x) Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its E-bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.

xi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Procuring Agency.

xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacture into English shall be attached to the original version.

2.3.7 Bid Security

i) The bid security amount has been calculated and demanded on estimated price as per the provisions of Rule-27 "Bid Security" of PPRA Rules, 2014 (i.e. not exceeding five percent of the estimated cost), the Bidder shall furnish the Bid Security (Earnest Money) amounting Rs. 100,000/- for Lot-1 and Rs. 100,000/- for Lot-2 (Bidders bidding for both Lots shall furnish Bid Security for each Lot): The bid security shall be retained as the performance guarantee till the completion of the contract or as extended.

ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.7(vii).

iii) A Bid Security amounting to Rs. 100,000/- (Lot-1) and Rs. 100,000/- (Lot-2) should be submitted online through Punjab e-PS electronically in the manner prescribed by the Punjab Government (PPRA Punjab) to furnish the prescribed Bid Security shall result in the rejection of the bid.

iv) Any E-bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as nonresponsive.

v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than **thirty (30) days** after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (ii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

"***38(2)(a)(vii)*** *the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period*

or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:

provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency".

vi) The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.

vii) The Bid security may be forfeited:

(a) If a Bidder withdraws its E-bid during the period of Bid validity specified by the Bidder on the Bid Form; or

(b) In the case of a successful Bidder, if the Bidder:

i. Fails to sign the contract in accordance with ITB Clause 2.6.3; or

ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or

iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

2.3.8 Period of Validity of Bids

i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.

ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email / through the E-Procurement system). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9 Format and Signing of Bid

i) The Bidder shall prepare an original bid as indicated in the Bid Data Sheet.

ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.

iii) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the Bid.

iv) The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and

shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be signed and stamped by the authorized person.

v) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

vi) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

2.4. SUBMISSION OF E-BIDS

2.4.1 Sealing and Marking of Bids

i) The complete Bids must be submitted online on the E-Procurement system website i.e., ep.punjab.gov. pk.

2.4.2 Deadline for Submission of E-bids

i) E-Bids must be submitted on the E-Procurement system no later than the time and date specified in the Bid Data Sheet. Physical Bids received through courier services or delivered by the bidder, shall not be accepted.

ii) The Procuring Agency may, at its discretion and as per Rule-29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

iii) E-Bids must be submitted on the E-Procurement system no later than the date and time specified in the **BDS.**

2.4.3 Late E-bids

i) E-Bids will not be accepted on the E-Procurement system after closing time. However, if any E-bid is submitted on the system after closing time due to some technical glitch in the E-Procurement system, in that case bid shall be declared late and rejected.

ii) The Procuring Agency shall not consider for evaluation any Bid that is submitted after the deadline for submission of E-Bids.

iii) Any Bid received by the Procuring Agency after the deadline for submission of E-Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

2.4.4 Modification and Withdrawal of E-bids

i) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of E-bids.

ii) No E-bid may be modified after the deadline for submission of E-bids.

iii) No E-bid may be withdrawn in the interval between the deadline for submission of E-bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a E-bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).

iv) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.

v) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

2.5. OPENING AND EVALUATION OF E-BIDS

2.5.1 Opening of E-bids by the Procuring Agency

i) The Procuring Agency will open all E-Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.

ii) E-Bids shall be opened on the E-Procurement system one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each E-Bid, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.

iii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open on the E-Procurement system the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened on the E-Procurement system until the specified time of their opening.

iv) Technical e-bids shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.

v) Bidders are advised to send in a representative with the knowledge of the content of the e-Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's E-Bid.

vi) No E-Bid will be rejected at the time of Bid opening except for late Bids (if any, submitted on system due to technical glitch), pursuant to **2.4.3 (i)**.

vii) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a late bid, the Bid price if applicable.

viii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.

ix) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through on the E-Procurement system.

[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency].

2.5.2 Confidentiality

i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.

ii) Any effort by a Bidder to influence the Procuring Agency processing of E-bids or award decisions may result in the rejection of its E-bid.

iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing on E-Procurement system.

2.5.3 Clarification of E-Bids

i) As per Rule-33(2) of PPR-14, to assist in the examination, evaluation and comparison of e-Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its e-Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.

ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.

iii) The alteration or modification in The e-Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:

(a) Evaluation & qualification criteria;

(b) Required scope of work or specifications;

(c) All securities requirements;
(d) Tax requirements;
(e) Terms and conditions of bidding documents.
(f) Change in the ranking of the Bidder

iv) From the time of E-Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so on the E-Procurement system in electronic forms that provide record of the content of communication.

2.5.4 Preliminary Examination

i) The Procuring Agency will examine the E-Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

ii) Arithmetical errors will be rectified on the following basis:

(a) If there is a discrepancy between the unit price 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 the Contractor does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.

(b) If there is a discrepancy between words and figures, the amount in words will prevail.

iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

iv) If a Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

(a) Meets the eligibility criteria defined in ITB 2.1.3 and ITB 2.1.4;

(b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;

(c) Has been properly signed;

(d) Is accompanied by the required securities; and

(e) Is responsive to the requirements of the Bidding Documents

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

2.5.5 Examination of Terms and Conditions; Bid Evaluation

i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements, and Evaluation Criteria as provided in BDS,** have been met without material deviation or reservation.

iii) If after the examination of the terms and conditions and the evaluation, the Procuring Agency determines that the Bid is not responsive in accordance**,** it shall reject the Bid.

2.5.6 Correction of Errors

i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:

(a) 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, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

(b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

(c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8.**

2.5.7 Conversion to Single Currency

i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies as follows (if applicable):

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

2.5.8 Post Qualification & Evaluation of Bids

i) In the absence of prequalification, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.

ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.

iii) The Procuring Agency will **evaluate** and compare the Bids as per technical Specifications required, which have been determined to be responsive, pursuant to ITB Clause 2.5.5.

iv) The **evaluation** of a Bid will be on the basis of the form of Price Schedules/ Financial Bid Form (8.9) to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or lot wise evaluation inclusive of prevailing taxes, duties, fees etc.

2.5.9 Contacting the Procuring Agency

i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its e-Bid, from the Agency time of the Bid opening to the time the evaluation report is made public i.e., 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so on the E-Procurement system.

ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.10 Grievance Redressal

i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.

ii) Any Bidder feeling aggrieved can file its complaint on the E-Procurement system, against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.

iii) Any party can file its complaint on the E-Procurement system, against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.

iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his e-Bid may lodge a complaint on the E-Procurement system, concerning his grievances **not later than ten (10) days after the announcement of the Final evaluation reports**.

v) After the issuance of the final evaluation report, that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. AWARD OF CONTRACT

2.6.1 Notification of Award

i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or through E-Procurement system that its E-Bid has been accepted.

ii) The notification of award will constitute the formation of the Contract.

iii) The Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

2.6.2 Performance Guarantee

i) The bid security will be retained as the performance guarantee until the closure of the contract.

ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to retain the amount equivalent to the percentage of Performance Security from the Contractor's payment, may terminate the Contract and award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new E-bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3 Signing of Contract/ Issuance of Purchase Order

i) At the same time as the Procuring Agency notifies the successful Bidder that its E-

Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be].*

ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within **fifteen (15) days of receipt of the Contract Form**, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.

iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

2.6.4 Award Criteria

i) Subject to ITB Clause 2.6.1, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose bid has been determined to be **responsive** and has been determined to be the overall **lowest evaluated bid**, for each lot, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5 Procuring Agency's Right to Accept or Reject all E-bids

i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all E-bids or proposals (and to annul the E-bidding process) at any time prior to the acceptance of any E-bid or proposal, without thereby incurring any liability towards the Bidders.

ii) The Bidders shall be promptly informed about the rejection of the E-bids, if any.

iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all E-bids or proposals, but shall not be required to justify those grounds.

2.6.6 Re-Bidding

i) If the Procuring Agency rejects all the E-bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

2.6.7 Corrupt or Fraudulent Practices

i) The Procuring Agency requires that Bidders, Service Providers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. "Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

"(d) "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, collusive practices among bidders (prior to or after E-bid submission) designed to establish bid prices at artificial, noncompetitive levels 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; it may include any of the following:

i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators 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 inspection and audit process.

ii) **Blacklisting & Debarment:** Blacklisted Bidders i.e. firms/companies/sole proprietor/ general order suppliers/ JVs etc. and those found involved in "Corrupt Practices" are not allowed to participate in bidding.

*Requirements & Procedure for Blacklisting & Debarment will commence as per Section-17A of PPRA, Act, 2009, Rule 21 of PPR-14 and as per the Schedule appended with PPR-14 "**BLACKLISTING MECHANISM OR PROCESS".***

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

Section-III: Detailed Requirement/Technical Specifications

3.1. LOT-1: PROVISION OF TRANSPORT SERVICES

Sr. No.	Description / Requirement	Unit
1.	**Changan Karvan / Forland, or equivalent, Air conditioned,** Not older than 10 years	**(per KM)**
2.	**Toyota GLI / Yaris / Honda City, or equivalent, Air conditioned** Not older than 10 years	**(per KM)**
3.	**Altis / Grandee / Civic, or equivalent, Air conditioned,** Not older than 10 years	**(per KM)**
4.	**Cultus / WagonR / Alto, or equivalent, Air conditioned,** Not older than 10 years	**(per KM)**
5.	**Hyundai Shehzore / Light Commercial Pickup or equivalent** Not older than 10 years	**(Per KM)**
6.	Overnight stay, including accommodation and dinner of driver.	**(per night)**

NOTE:

i. The quoted rate will serve as the base price based on POL rates at the close of bid submission. Any subsequent increase or decrease in POL prices will be adjusted in the vehicle's per-unit rate accordingly (except for the variation of up to +/- 5% of the POL rate), applicable for sr. no. 01 to 05.

ii. The procuring agency will hire the specific type of vehicle based on its current need and demand.

iii. Duly filled, signed and stamped Requirement sheet, clearly mentioning quoted/offered detailed description/specifications.

iv. The bidder(s) must submit their bids against complete Lot with all items/services as required above and the Prices must be quoted against each Item/Service in the Format prescribed in the **Bid Form / Price Schedule (Form 8.9).**

3.2. SCOPE OF SERVICES (LOT-1)

3.2.1 Purpose

To select Service Provider / Contractor who could provide transport on per kilometer rent for the Field visit of Project Team across Punjab. **The travel will be undertaken all across Punjab (inter and intra cities) for the filed visits, to transport employees as well as equipment / luggage (if required).**

3.2.2 Period of Contract

The services will be engaged up to 30th June 2028. However, the same would be extended by the competent authority, on the satisfactory performance by the contractor for a further period of one year**,** at the same rate & TORs, with the mutual agreement of the Procuring Agency and the Contractor.

3.2.3 Other Terms & Conditions

i) ITU shall only pay (as per actual) according to the lowest quoted per Kilometer Rent for each vehicle. Rest all expenses such as cost of Driver, POL, repair & maintenance both major and minor, change of engine oil, toll taxes, route permit,

fitness certificate etc. shall be the responsibility of the contractor / vendor.

ii) In the event of any increase or decrease in fuel prices after the start of the Contract, as compared to the fuel price prevailing on the date of opening of bids, as notified by the Government, the adjustment shall be made in the Contractor's monthly bills accordingly.

iii) Drivers' salary, accommodation, food and over time (if any) shall be paid by the contractor.

iv) Pick and drop points of the Project Team will be decided mutually.

v) The contract will be awarded to the lowest quoted bid price (per Kilometer) for all vehicles/services.

3.2.4 Workdays and Working Hours

The regular workdays of the transportation services are from Monday to Friday; however, if the services are needed on Saturday, Sunday or during gazetted holidays the contractor / service provider shall have to provide the services.

3.2.5 Responsibility of the Contractor

The Contractor shall be responsible for:

i) Settle any claim by 3rd Party including road accidents without the involvement of the Procuring Agency while driving vehicle.

ii) Pay all road taxes and applicable fee(s) on the rented vehicles including route permits while driving for the Procuring Agency.

iii) Undertake servicing of vehicles once a week and get the oil changed within the due time / mileage.

iv) Ensure that vehicles are properly maintained and cleaned.

v) Ensure vehicles have equipped with cell phone chargers and standard accessories.

vi) In case of breakdown of any vehicle during journey with ITU or before set in for journey the contractor shall have to provide the proper reasonable replacement immediately.

vii) Fulfillment of all governmental compulsory requirements including vehicles' fitness certificate.

3.3. LOT-2: PROVISION OF DOMESTIC AND INTERNATIONAL AIR TRAVEL AND HOTEL BOOKING SERVICES

Sr. No.	Description / Requirement	Unit
1.	**Domestic Air Ticketing:** Booking, issuance, re-issuance / re-routing, date change and refund processing of e-tickets on all scheduled airlines operating on domestic routes within Pakistan (Economy / Business class as authorized by ITU).	**(% of fare)**
2.	**International Air Ticketing:** Booking, issuance, re-issuance / re-routing, date change and refund processing of e-tickets on all IATA member airlines, including foreign carriers not operating in Pakistan (Economy / Business class as authorized by ITU).	**(% of fare)**
3.	**Domestic Hotel Booking:** Reservation of hotel accommodation (single / double occupancy; 3-star or above, or as specified by ITU) in cities across Pakistan, with written confirmation / reservation voucher.	**(% of room tariff)**
4.	**International Hotel Booking:** Reservation of hotel accommodation (single / double occupancy; 3-star or above, or as specified by ITU) outside Pakistan, with written confirmation / reservation voucher.	**(% of room tariff)**
5.	**Visa Facilitation:** Visa / transit-visa processing assistance and submission of documents at embassies / consulates (when required).	**(% of visa fee)**
6.	**Travel Insurance:** Arrangement of international travel insurance (when required).	**(% of premium)**
7.	**Cancellation / Amendment:** Processing of cancellation, amendment and refund of air tickets and hotel bookings.	**(% of value)**

NOTE:

i. The actual airfare (inclusive of airline taxes / surcharges) and hotel tariff shall be paid by ITU at actual, as per the issued e-ticket / hotel voucher, **without any mark-up**. Bidders shall quote only a fixed percentage (%) as service charge for each service, applied on the actual base fare / basic room tariff inclusive of all applicable taxes on the service charge.

ii. The procuring agency will avail the services based on its current need and demand. No minimum quantity / business value is guaranteed.

iii. Duly filled, signed and stamped Requirement sheet, clearly mentioning quoted/offered detailed description/specifications.

i. The bidder(s) must submit their bids against complete Lot with all items/services as required above and the Prices must be quoted against each Item/Service in the Format prescribed in the Bid Form / Price Schedule (Form 8.9, Lot-2).

ii. The Contractor must assure that all bookings are timely, accurate and confirmed in the correct name of the traveler; any loss arising from error, delay or negligence of the Contractor shall be borne by the Contractor and will not be paid for.

3.4. SCOPE OF SERVICES (LOT-2)

3.4.1 Purpose

To select an IATA-accredited Travel Agency / Service Provider or a vendor authorized by the agency, for booking and issuance of domestic and international air tickets and hotel reservations (within and outside Pakistan), along with allied travel services, for the officials, project team members, consultants and invited guests of ITU on official travel under the Project. **The services will be availed on an as-and-when-required basis against travel requests by ITU.**

3.4.2 Period of Contract

The services will be engaged up to 30th June 2028. However, the same may be extended by the competent authority (Procuring Agency), on the satisfactory performance by the contractor for the required duration**,** at the same rate & TORs, with the agreement of the Contractor.

3.4.3 Other Terms & Conditions

i) ITU shall pay only (a) the actual airfare / hotel tariff as per the issued e-ticket / hotel voucher, **without any mark-up**, and (b) the fixed percentage (%) service charge quoted for the respective service in the Price Schedule (Form 8.9, Lot-2), applied on the actual base fare / basic room tariff. No other charge such as handling fee, booking fee, commission, convenience fee or fixed per-ticket / per-booking fee shall be payable.

ii) The percentages quoted shall remain fixed for the entire contract period, inclusive of all applicable taxes and duties on the service charge, and shall be applied on the actual base fare / basic room tariff of each ticket / booking.

iii) The Contractor shall pass on to ITU all discounts, rebates, promotional / corporate / special fares and refunds offered by airlines, hotels or any other authority, and shall offer the lowest available fare / room rate for the requested itinerary.

iv) Services shall be processed only against a written / e-mail travel request duly approved by the authorized officer of ITU. Verbal or telephonic requests shall not be entertained, except in an emergency, to be confirmed in writing afterwards.

v) No advance payment shall be made by ITU. The Contractor shall arrange tickets and hotel bookings on its own credit and shall maintain sufficient credit limits with airlines and hotels.

vi) ITU shall avail the services as per its actual need and the Contractor shall not claim any minimum business or quantity.

vii) The contract for Lot-2 shall be awarded to the lowest evaluated responsive bidder on the basis of the Total Quoted Percentage (sum of the fixed percentages quoted for all services in Form 8.9, Lot-2).

3.4.4 Working Hours and Request Handling

The regular workdays are from Monday to Friday; however, the Contractor shall provide the services on Saturday, Sunday and gazetted holidays when required and shall maintain a 24/7 emergency helpline for urgent bookings, cancellations and re-bookings. The Contractor shall provide fare / hotel options within two (02) working hours of a request and shall issue the ticket / hotel voucher on the same working day of ITU's approval (urgent requests within the time specified by ITU).

3.4.5 Responsibility of the Contractor

The Contractor shall be responsible for:

i) Provide at least three (3) available airline fare options (or all available options, if fewer) and three (3) hotel options with rates for each request, and book the option approved by ITU.

ii) Issue and deliver e-tickets and hotel confirmation vouchers / reservation letters by e-mail (or at the ITU office when required) within the agreed time.

iii) Make all bookings through IATA-accredited channels only and ensure that tickets are valid, confirmed and issued in the correct name of the traveler as per CNIC / passport.

iv) Inform ITU promptly of flight cancellations, delays, schedule changes and airport closures, and re-book / re-route the traveler without any additional service charge where the change is caused by the airline.

v) Process cancellations, amendments and refunds promptly and pass on every refund due (airfare, hotel, taxes) to ITU within fifteen (15) days of its receipt from the airline / hotel.

vi) Assist travelers in visa processing and arrangement of travel insurance, when required.

vii) Maintain a functional office in Lahore and a 24/7 helpline with names and mobile numbers of at least two (2) focal persons for emergencies.

viii) Submit monthly invoices in the name of ITU, showing separately (a) airfare / hotel charges at actual with supporting e-tickets / vouchers and (b) the service charge calculated at the quoted fixed percentages on the actual fare / tariff.

ix) Maintain strict confidentiality of travel plans and personal data (CNIC, passport, etc.) of ITU officials and guests and use it only for the purpose of this contract.

x) Settle, at its own cost, any claim or loss arising from its error, delay or negligence (e.g., wrong name, missed or unconfirmed booking) without involvement of the Procuring Agency.

Section-IV: Bid Data Sheet

The following specific data for the goods/services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section II. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

A. Introduction		
BDS Clause Number	**ITB Number**	**Amendments of, and Supplements to, Clauses in the Instruction to Bidders**
1.	**2.1.1**	Name of Procuring Agency: **INFORMATION TECHNOLOGY UNIVERSITY** The subject of procurement is: **HIRING OF TRANSPORT SERVICES (LOT-1) AND DOMESTIC AND INTERNATIONAL AIR TRAVEL AND HOTEL BOOKING SERVICES (LOT-2) FOR PHASE II OF THE PROJECT TITLED "CM INITIATIVE FOR THE ESTABLISHMENT OF IT LABS IN COLLEGES"** **Commencement date for delivery of Goods/Services:** The Contractor shall start to deliver the services within **one week** from the date of issuance of Letter of Acceptance.
2.	**2.1.2**	**Financial year for the operations of the Procuring Agency:** 2026-2027 **Name of Project/ Grant (Development or Non-Development):** Development. **Name of financing institution:** ITU –Development/Punjab Government.
3.	**2.1.3 (v)**	Maximum number of members in the joint venture, consortium or association shall be: **JV of any kind is not allowed to participate in the bid**.
B. Bidding Documents		
4.	**2.2.2**	**The address for clarification of Bidding Documents is:** 6th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan. **Email:** pd@itu.edu.pk
5.	**2.2.2**	**Pre-Bid Meeting:** Queries of the Bidders (if any) for seeking clarifications regarding the requirements of the Services must be received in writing to the Purchaser till the date specified in **E-Procurement System**. Any query received after said date may not be entertained. All queries shall be responded to within due time. ITU will host a Q&A session (if necessary) at ITU premises (6th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore). All Bidders shall be informed of the date and time in advance**.**
6.	**2.3.9**	The number of E-Bid to be uploaded on E-PROCUREMENT SYSTEM with original authorized sign and stamp.
C. Bid Price, Currency, Language and Country of Origin		

7.	**2.3.1**	*Language of the Bid:* **English**
8.	**2.3.4**	The price quoted shall be fixed in **PAK RUPEES** inclusive of all applicable Taxes/duties, Freight/Transportation, Contingencies and any other cost not mentioned here, on DDP basis (for Lot-2, the service charge shall be quoted as a fixed percentage (%) as per Form 8.9).
9.	**2.1.4 (ii)**	Country of origin: All eligible countries to do business in Pakistan as per the law of Government of Pakistan.
D. Preparation and Submission of Bids		
10.	**2.2.2**	**The complete Bids must be submitted online on E-Procurement system website i.e., ep.punjab.gov.pk**
11.	**2.4.2**	**The deadline for E-bid submission is:** **1st December, 2026**
12.	**2.5.1**	**Time, date/ Month/ Year, and place for E-bid opening.** **Information Technology University (ITU)** 06th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan.
13.	**2.6.2**	**Amount of Performance Guarantee is:**
14.	**2.3.8**	**Bid validity period after opening of the E-Bid is:** The Bid shall have a validity period of **one hundred and twenty (120) days** from the last date of opening of the E-Bid.
15.	**2.3.6**	The samples (if demanded) of the items/services to be provided by the bidders will be evaluated in conjunction with the specifications/requirement given in SECTION – III and approved by the evaluation committee of the procuring agency. The awardee will be required to deliver the items/services as per the approved sample.
E. Opening and Evaluation of Bids		
16.	**2.5.1**	**The e-Bid opening shall take place at:** INFORMATION TECHNOLOGY UNIVERSITY (ITU) 06th FLOOR, ARFA SOFTWARE TECHNOLOGY PARK, 346-B, FEROZEPUR ROAD, LAHORE, PAKISTAN.
17.	**2.5.7**	**The currency that shall be used for Bid evaluation is:** *PAK RUPEES*.
F. Bid Evaluation Criteria		
18.	**2.5.8**	Criteria to Bid evaluation is presented below:

BID EVALUATION CRITERIA – LOT-1 (TRANSPORT SERVICES)		
Category	**Description**	**Requirement**
	Valid **Income Tax (NTN)** Registration with **Active/Operative status.**	
	Valid **General Sales Tax** and **PRA** Registration with **Active/Operative status**.	

Legal & Technical (Mandatory)	Valid **Professional Tax Certificate.**	**Mandatory Required**
	Bid Security as per the **Clause 2.3.7** of this Bidding Document.	
	Relevant experience in provisioning of rental services of vehicles for atleast **three (3) clients** during **last five (3) years**. Verifiable through relevant Purchase Orders / Contracts/Invoices.	
	Affidavit (as per **form 8.5**) on non-judicial Stamp Paper of Rs. 100/-: i) the Bidder (Name of the Firm) is **not blacklisted** by the **procuring agency** and **PPRA**. ii) the Bidder (Name of the Firm) certify that the **documents/photocopies provided** by the firm with its Bid are **authentic**. (In case of any fake/bogus document found at any stage of the procurement process, the firm shall be black listed as per Rules / Laws.) iii) the Bidder (Name of the Firm) comply with **Section – III** "**Technical Specifications**", **Section – VII** "**Schedule of Requirements**", and **All terms & conditions**, requirements listed anywhere in this Biding Document have been satisfactorily vetted. iv) the Bidder (Name of the Firm) shall Certify to the effect that the **rates quoted are not abnormal and are justifiable** in comparison of prevailing market rates. v) the Bidder (Name of the Firm) comply that the **Bid is valid** for **one hundred and twenty (120) days** after opening of the Bid. vi) the Bidder (Name of the Firm) certifies that if awarded the contract, the procuring agency may **deduct all the relevant taxes and duties**, from its invoice, **as applicable**.	
Note:	• As outlined in the Standard Bidding Documents under clause 2.5 "Opening and Evaluation of E-Bids", the bidder must ensure that its bids are complete in all aspects, including mandatory documentation (Legal, Technical, Past Experience, and Financial), as incomplete submissions will not be considered. • During the evaluation process, clarifications based on already submitted documentation will be sought to complete the evaluation. New documentation that changes the substance of the bid will not be accepted. • Bidders are strongly encouraged to review their bids carefully and ensure completeness before submission. Failure to do so may result in disqualification.	

BID EVALUATION CRITERIA – LOT-2 (Domestic and International Air Travel and Hotel Booking Services)		
Category	**Description**	**Requirement**
Legal & Technical (Mandatory)	Valid Income Tax (NTN) Registration with **Active/Operative status**, and the Bidder must appear on the **Active Taxpayers List (ATL)** of FBR.	**Mandatory Required**
	Valid **General Sales Tax** and **PRA** Registration with **Active/Operative status**.	
	Valid **Professional Tax** Certificate.	
	Bid Security as per the Clause 2.3.7 of this Bidding Document (for Lot-2).	
	Valid **IATA accreditation** (IATA Agent / BSP) in the name of the Bidder. Copy of the IATA certificate shall be provided or an authorized person of the IATA-accredited firm.	
	The accredited firm must have a Valid **Travel Agency License** issued by the **Department of Tourist Services (DTS)**, Government of Pakistan, under the Travel Agencies Act, 1976.	
Experience & Capacity (Mandatory)	Minimum **five (3) years'** experience as a travel agency in provisioning of domestic and international air ticketing and hotel reservation services. Verifiable through IATA / DTS registration and relevant Purchase Orders / Contracts.	**Mandatory Required**
	The Bidder must have a functional **office in Lahore**. Proof (ownership / rent agreement / utility bill) with complete address and contact details shall be provided.	
	24/7 emergency support: Undertaking to provide round-the-clock helpline for bookings, cancellations and re-bookings, with names and mobile numbers of at least two (2) focal persons.	

	Affidavit (as per **form 8.5**) on non-judicial Stamp Paper of Rs. 100/-: i) the Bidder (Name of the Firm) is **not blacklisted** by the **procuring agency** and **PPRA**. ii) the Bidder (Name of the Firm) certify that the **documents/photocopies provided** by the firm with its Bid are **authentic**. (In case of any fake/bogus document found at any stage of the procurement process, the firm shall be black listed as per Rules / Laws.) iii) the Bidder (Name of the Firm) comply with **Section – III** "**Technical Specifications**", **Section – VII** "**Schedule of Requirements**", and **All terms & conditions**, requirements listed anywhere in this Biding Document have been satisfactorily vetted. iv) the Bidder (Name of the Firm) shall Certify to the effect that the **rates quoted are not abnormal and are justifiable** in comparison of prevailing market rates. v) the Bidder (Name of the Firm) comply that the **Bid is valid** for **one hundred and twenty (120) days** after opening of the Bid. vi) the Bidder (Name of the Firm) certifies that if awarded the contract, the procuring agency may **deduct all the relevant taxes and duties**, from its invoice, **as applicable**. vii) the Bidder (Name of the Firm) certifies that all airfares and hotel tariffs shall be charged at actual without any mark-up, and that all discounts, rebates and refunds received from airlines / hotels shall be passed on to the Procuring Agency.	
Financial Evaluation	Bids found responsive against all the above mandatory requirements shall be evaluated on the basis of the **Total Quoted Percentage** (sum of the fixed percentages quoted for all services in the Bid Form / Price Schedule, Form 8.9 – Lot-2, inclusive of all applicable taxes and duties). The contract for Lot-2 shall be awarded to the **lowest evaluated responsive bidder**.	**Lowest Evaluated Bid**
Note:	• As outlined in the Standard Bidding Documents under clause 2.5 "Opening and Evaluation of E-Bids", the bidder must ensure that its bids are complete in all aspects, including mandatory documentation (Legal, Technical, Past Experience, and Financial), as incomplete submissions will not be considered. • During the evaluation process, clarifications based on already submitted documentation will be sought to complete the evaluation. New documentation that changes the substance of the bid will not be accepted. • Bidders are strongly encouraged to review their bids carefully and ensure completeness before submission. Failure to do so may result in disqualification.	
G. Award of Contract		
2.6.4	Award of Contract (Lot-wise): The contract shall be awarded Lot-wise. Bidders may bid for one or both Lots and each Lot shall be evaluated separately. For each Lot, the contract shall be awarded to the lowest evaluated responsive bidder (Lot-1: lowest quoted per-kilometer rates for all vehicles/services; Lot-2: lowest Total Quoted Percentage of the fixed service charges). The	

	Performance Guarantee shall be furnished Lot-wise.
2.6.5	Percentage for quantity increase or decrease is: FIFTEEN (15%) PERCENT. However, increase or decrease in quantities beyond 15% will be mutually agreed between the Procuring Agency and the Awardee prior to the Contract.
2.6.2	The Performance Security (or guarantee) shall be in the form of: Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD) or Pay Order (PO); Performance Guarantee must have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. Performance security shall not be acceptable with any validity less than the prescribed time period. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. Penalty Charges on Late Submission of Performance Security If the Contractor delays provision of Performance Security **fifteen (15) days** of the issuance of notification of award / Letter of Acceptance (LOA) from the Procuring Agency, a sum of money @0.25% of the total Performance Security, for every day beyond **fifteen (15) days** of the issuance of notification of award / Letter of Acceptance (LOA) from the Procuring Agency, will be deducted as Penalty Charges. Provided that total amount of Penalty Charges so deducted shall not exceed, an amount equal to the value of Bid Security.

Section-V: General Conditions of Contract (GCC)

1. DEFINITIONS

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Procuring Agency and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of the equipment, machinery, and/or other materials which the Contractor is required to supply to the Procuring Agency under the Contract.

(d) "The Services" means those services, labour and other such obligations of the Contractor covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Procuring Agency" means the organization purchasing the Goods & Services, as named in SCC.

(h) "The Procuring Agency's country" is the country named in SCC.

(i) "The Supplier" means the Bidder or firm supplying the Goods and Services under this Contract.

(j) "The Project Site," where applicable, means the place or places named in SCC.

(k) "Day" means calendar day.

(l) "e-Bid" means electronic bids to be submitted by bidders on E-Procurement system.

2. APPLICATION

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. COUNTRY OF ORIGIN (where applicable)

3.1 All Goods/Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

3.2 The origin of Goods/Services is distinct from the nationality of the Contractor. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

4. STANDARDS

4.1. The Goods/services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications/work plan/deputation plan.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE PROCURING AGENCY

5.1. The Contractor shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The Contractor shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Contractor's performance under the Contract if so required by the Procuring Agency.

5.4 The Contractor shall permit the Procuring Agency to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the donors, if so required by the donors.

6. PERFORMANCE GUARANTEE

6.1 The bid security will be retained as performance guarantee until the closure of the contract.

Penalty Charges on Late Submission of Performance Security:

If the Contractor delays provision of Performance Security fifteen (15) days of the issuance of notification of award / Letter of Acceptance (LOA) from the Procuring Agency, a sum of money @0.25% of the total Performance Security, for every day beyond fifteen (15) days of the issuance of notification of award / Letter of Acceptance (LOA) from the Procuring Agency, will be deducted as Penalty Charges. Provided that total amount of Penalty Charges so deducted shall not exceed, an amount equal to the value of Bid Security.

6.2 The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

6.3 As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a scheduled bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or

(b) Bank Call-Deposit (CDR), Demand Draft (DD) or Pay Order (PO).

6.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

7. INCIDENTAL MATERIAL [If required and decided by the Procuring Agency]

7.1. The Contractor may be required to provide any of the incidental material if any, specified in SCC.

8. PAYMENT

8.1 The method and conditions of payment to be made to the Contractor under this Contract shall be specified in SCC.

8.2 The Contractor's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by invoice(s) describing, as appropriate, the Services delivered by the Contractor, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.

8.3 As per Rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than **thirty (30) days** after submission of an invoice or claim by the Contractor, provided the work is satisfactory.

8.4 The currency of payment is ***PAK RUPEES.***

9. PRICES

9.1 Prices charged by the Contractor for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Contractor in its Bid, with the exception of any price adjustments authorized in SCC {mechanism and formula to be decided by the procuring agency}.

10. CHANGE ORDERS

10.1 The Procuring Agency may at any time, by a written order given to the Contractor pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;

(b) the method of shipment or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Contractor.

10.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within **thirty (30) days** from the date of the Contractor's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed **15% of the contract cost** and no provisions of PPR-14 should be violated.

11. CONTRACT AMENDMENTS

11.1 Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties.

12. ASSIGNMENT

12.1 The Contractor shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

13. SUB-CONTRACTS

13.1 The Contractor shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Contractor from any liability or obligation under the Contract.

13.2 Subcontracts must comply with the provisions of GCC Clause 12.

14. DELAYS IN THE CONTRACTOR'S PERFORMANCE

14.1 Performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

14.2 If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

14.3 Except as provided under GCC Clause 17, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages.

15. LIQUIDATED DAMAGES

15.1 Subject to GCC Clause 17, if the Contractor fails to deliver any or all of the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part

thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 16 along with other remedies available under PPR-14.

16. TERMINATION FOR DEFAULT

16.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:

(a) if the Contractor fails to deliver any or all of the goods/service within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 14;

(b) if the Contractor fails to perform any other obligation(s) under the Contract; or

(c) if the Contractor, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

"Corrupt practices" in respect of procurement process, shall be as given in Section-2 (d) of PPRA, Act, 2009.

"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, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels 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; it may include any of the following:

i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain.

iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators 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 inspection and audit process.

16.2 In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Contractor shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

17. FORCE MAJEURE

17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Contractor shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Contractor, may agree to exclude certain widespread conditions e.g. epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".

17.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

18. TERMINATION FOR INSOLVENCY

18.1 The Procuring Agency may at any time terminate the Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

19. TERMINATION FOR CONVENIENCE

19.1 The Procuring Agency, by written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

19.2 The Services that are complete and ready for shipment (if applicable) within **thirty (30) days** after the Contractor's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods, Services and for materials and parts previously procured by the Contractor.

20. RESOLUTION OF DISPUTES

20.1 After signing the contract or issuance of purchase order, The Procuring Agency and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per Rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

21. GOVERNING LANGUAGE

21.1 The Contract shall be written in the language specified in SCC. The version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

22. APPLICABLE LAW

22.1 The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

23. NOTICES

23.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

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

24. TAXES AND DUTIES

24.1 The Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods / Services to the Procuring Agency. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the procuring agency as the case may be.

25. CHANGE IN MINIMUM WAGE RATE

25.1 If during the continuation of the service contract, minimum wage rate is revised by the competent authorized forum, then the ongoing contract shall be revised as per percentage increased in minimum wages declared for such category, by the competent authority, but with mutual consent of the procuring agency and the Contractor.

26. FRAMEWORK CONTRACT DURATION

26.1 The duration of framework contract shall be 30th June 2028 starting from the date of issuance of Notification of Award i.e. Letter of Acceptance/Purchase Order. However, the same would be extended by the competent authority, on the satisfactory performance by the contractor**,** at the same rate & TORs, with the mutual agreement of the Procuring Agency and the Contractor. Extension in the contract agreement shall be the discretion of the procuring agency and the contractor has no right to claim further extension as a matter of right in the contract.

Section-VI: Special Conditions of Contract (SCC)

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. DEFINITIONS (GCC CLAUSE 1)

GCC 1.1 (g)—The Procuring Agency is: **INFORMATION TECHNOLOGY UNIVERSITY**

GCC 1.1 (h)—The Procuring Agency's country is: **PAKISTAN**

GCC 1.1 (i)—The Contractor is: **AWARDEE**

2. PERFORMANCE GUARANTEE (GCC CLAUSE 6)

GCC 6.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: 5% of Contract Amount (calculated Lot-wise on the Contract Amount of the respective Lot) within 15 days of the award of contract.

3. INCIDENTAL MATERIALS (GCC CLAUSE 7)

GCC 7.1—Incidental materials to be provided are:

[Selected material covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Contractor *shall be included in the Contract Price].*

4. PAYMENT (GCC CLAUSE 8)

GCC 8.1—The method and conditions of payment to be made to the Contractor under this Contract shall be as follows:

(a) The Contractor shall provide all necessary supporting documents along with invoice. Payment will be made after delivery, and acceptance of delivered Services on monthly basis; by the Purchaser.

(b) Payment for the services provided, whereby the unit of measurement is in numbers, square feet, yards, kilometers, etc. the payment shall be made as per actual.

(c) Partial payment against partial delivery, acceptance of Services under the Contract, may be allowed at the discretion of the Purchaser, as the case may be.

(d) (Lot-1) The Purchaser shall only pay (as per actual) according to the lowest quoted per Kilometer Rent for each vehicle for each visit. Rest all expenses such as cost of Driver, POL, repair & maintenance both major and minor, change of engine oil, toll taxes, route permit, fitness certificate etc. shall be the responsibility of the contractor. ITU shall not be liable for any damages of any form and shape. The vendor shall submit invoice of each visit.

(e) (Lot-1) Quoted rate will serve as the base price based on POL rates at the close of bid submission. Any subsequent increase or decrease in POL prices will adjust the vehicle's per-unit rate accordingly.

(f) Duly filled, signed and stamped Requirement sheet, clearly mentioning quoted/offered detailed description/specifications.

(g) The Purchaser shall pay the amount verified within **thirty (30) days**. The Purchaser shall make payment for the Goods supplied, the Services provided and the Works done by the Contractor, as per Government policy, in Pak Rupees, through cross cheque.

GCC 8.2—In addition, the following conditions shall apply to payments under Lot-2 (Domestic and International Air Travel and Hotel Booking Services):

(a) The Contractor shall submit monthly invoices in the name of ITU, showing separately (i) airfare / hotel charges at actual, with supporting e-tickets / vouchers / airline and hotel invoices, and (ii) the service charge calculated at the quoted fixed percentages on the actual fare / tariff.

(b) Airfare and hotel tariff shall be reimbursed at actual, as per the fare / rate approved by ITU at the time of booking, without any mark-up, commission or handling charge other than the quoted service charge.

(c) No advance payment shall be made. Refunds / credits for cancelled or unused tickets and bookings shall be adjusted in the next invoice or paid to ITU within fifteen (15) days of receipt from the airline / hotel.

(d) Taxes applicable on the service charges shall be deducted at source as per law; the quoted service charge percentages are inclusive of all applicable taxes and duties.

5. PRICES (GCC CLAUSE 9)

GCC 9.1—Prices shall be fixed and shall not be adjusted.

6. RESOLUTION OF DISPUTES (GCC CLAUSE 20)

GCC 20.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 20.2 shall be as follows:

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Contractor, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

7. GOVERNING LANGUAGE (GCC CLAUSE 21)

GCC 21.1—The Governing Language shall be: **ENGLISH**

8. APPLICABLE LAW (GCC CLAUSE 22)

GCC 22.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan).

9. NOTICES (GCC CLAUSE 23)

GCC 23.1—Procuring Agency's address for notice purposes: **PROCURING AGENCY ADDRESS**

— Contractor's address for notice purposes: **AWARDEE's ADDRESS**.

Section-VII: Schedule of Requirements / Work Plan

7.1 SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as weeks stipulates a delivery date which is the date at which delivery is required.

In order to determine the correct date of delivery hereafter specified, the Procuring Agency has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

DELIVERY SCHEDULE

Sr. No.	Items Description	Qty.	Delivery Schedule (Days)
LOT-1: TRANSPORT SERVICES			
1	**Changan Karvan / Forland or equivalent Air conditioned, Air Conditioned** Not older than 10 years	**Multiple** (as per need)	The Contractor shall start to deliver the services within **two (2) days** from the date of issuance of Letter of Acceptance/Purchase Order.
2	**Toyota GLI / Yaris / Honda City or equivalent Air conditioned** Not older than 10 years		
3	**Cultus / WagonR / Alto or equivalent Air conditioned** Not older than 10 years,		
4	**Hyundai Shehzore (Pickup / Dala):** Not older than 10 years		
5	Overnight stay including accommodation and dinner of driver.		
LOT-2: DOMESTIC AND INTERNATIONAL AIR TRAVEL AND HOTEL BOOKING SERVICES			
1	Domestic air ticketing (booking, issuance, re-issuance, date change and refund processing of e-tickets)	**Multiple (as per need)**	The Contractor shall start to deliver the services within two (2) days from the date of issuance of Letter of Acceptance/Purchase Order. Fare / hotel options shall be provided within two (02) working hours of each request and the ticket / voucher issued on the same working day of ITU's approval.
2	International air ticketing (booking, issuance, re-issuance, date change and refund processing of e-tickets)		
3	Domestic hotel booking / reservation (single / double occupancy)		
4	International hotel booking / reservation (single / double occupancy)		
5	Visa facilitation (when required)		
6	International travel insurance (when required)		
7	Cancellation / amendment / refund processing of air tickets and hotel bookings		

Section-VIII: Sample Forms

8.1. Bid Form

- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with the Bid.*

Date: _____

To: [name and address of Procuring Agency]

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said Bidding documents.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **5% of the Contract Price** for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.9 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed *(if required)*, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

[In case of single stage one envelope bidding procedure]

The Composition of our Bid is**:**

a) Original Bid Form (as per **form 8.1 of** Bidding documents) on letter head of the firm, duly signed and stamped.

b) All the forms relevant to the Technical and Financial Bids (clearly indicated on each form)

c) Original of Bid Security instrument

d) All the required documents establishing eligibility of bidders/goods shall be made part of the bid.

e) Any other document required by the procuring agency not inconsistent with PPR14.

[In case of single stage two envelope bidding procedure],

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following: -

a) Original Bid Form (as per **form 8.1 of** Bidding documents) on letter head of the firm, duly signed and stamped.

b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.

c) Original of Bid Security instrument

d) Any other document required by the procuring agency not inconsistent with PPR-14.

Financial bid includes the following: -

a) Price Schedule / Financial Form (as per **form 8.9**) to be reproduced on the letter head of the bidder duly signed and stamped.

b) Original Bid Security Form along with Copy of Bid Security instrument.

c) *Any other document required by the procuring agency not inconsistent with PPR-14.*

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 Contractor Amount and Currency

(if none, state "none")

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____day of _____20_____.

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

8.2. Bidder's JV Members Information Form (If Applicable)

- *To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad*
- *To be attached with the Bid in addition to the JV agreement*

{The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture}.

Date: *[insert date (as day, month and year) of Bid submission*]

Bidding Document No.: *[insert]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____of_ _____pages

1. Bidder's Name: *[insert Bidder's legal name]*
2. Bidder's JV Member's name: *[insert JV's Member legal name]*
3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Bidder's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* • Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. • In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

8.3. Bidder Profile Form

- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with Bid*

Sr.#	Particulars
1.	Name of the company:
2.	**Registered Office:**
Address:	
Office Telephone Number:	
Fax Number:	
3.	**Contact Person:**
Name:	
Personal Telephone Number:	
Email Address:	
4.	**Local office if any:**
Address:	
Office Telephone Number:	
Fax Number:	
5.	**Registration Details:**

a) Audited Financial Statement Attachment/Income Tax Return (Last 01 year) – or as required in the evaluation criteria.

Yes	No

b) Details of Experience (Last 01 Year) – or as required in the evaluation criteria

(i)	**Similar Project (Agency/Department)**	**Item Name**
(ii)	**Value of total Projects/Tenders/POs**	**Amount**

c) Staff Detail and last month Payroll – If required in the evaluation criteria

Yes	No

8.4. General Information Form

- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with Bid.*

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			**Sales Tax Registration No**	
PRA Tax No.				
No. of Employees			**Company's Date of**	
			Formation	

*Please attach copies of NTN, GST Registration, Professional Tax Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

8.5. Affidavit

- *To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner.*
- *To be attached with Bid*

Name_____ *(Applicant)*

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary. The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

i) the Bidder (Name of the Firm) **is not blacklisted** by the **Procuring Agency** or **PPRA**.

ii) the Bidder (Name of the Firm) certify that the **documents/photocopies provided** by the firm with its Bid are **authentic**. (In case of any fake/bogus document found at any stage of the procurement process, the firm shall be black listed as per Rules / Laws.)

iii) the Bidder (Name of the Firm) comply with **Section – III** "**Technical Specifications**", **Section – VII** "**Schedule of Requirements**", and **All terms & conditions**, requirements listed anywhere in this Biding Document have been satisfactorily vetted.

iv) the Bidder (Name of the Firm) shall Certify to the effect that the **rates quoted are not abnormal and are justifiable** in comparison of prevailing market rates.

v) the Bidder (Name of the Firm) comply that the **Bid is valid** for **one hundred and twenty (120) days** after opening of the Bid.

vi) the Bidder (Name of the Firm) certifies that if awarded the contract, the procuring agency may **deduct all the relevant taxes and duties**, from its invoice, **as applicable**.

[Name of the Contractor/ Bidder/ Supplier] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____Name of Company: _____

Date: _____

8.6. Performance Guarantee Form

To,

[name and address of the Procuring Agency]

WHEREAS (Name of the Contractor/ Supplier) _____hereinafter called "the Contractor" has undertaken, in pursuance of **"**INVITATION TO BID FOR THE **"PROCUREMENT OF _____"** procurement of the following:

1. [***Please insert details***].
(Here in after called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____(Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
This guarantee is valid until _____day of _____, 20_, or _____[insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]
Signature_____

Name_____

Title _____

Address_____

Seal_____

Date_____

8.7. Bid Form / Technical Specification

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid].

Bid Form					
LOT-1: TRANSPORT SERVICES					
Sr. No.	**Item Name**	**Brand name with Country of Origin**	**Make & Model**	**Qty.**	**Offered Parameters (Specification/Dimensions)**
1					
2					
3					
4					

Note:

- Item names and quantities must be reproduced from Section – III (Technical Specifications). If any deviations are needed, it must be mentioned/quoted, separately in the Proposal.
- Optional Bid/Quote is not allowed. The bidders must comply with the requirements mentioned in SECTION – III and submit their bid accordingly against each item.
- To be reproduced on the letter head, signed & stamped by the Bidder.
- To be attached with the Bid.

Bid Form					
LOT-2: DOMESTIC AND INTERNATIONAL AIR TRAVEL AND HOTEL BOOKING SERVICES					
Sr. No.	**Item Name**	**Brand name with Country of Origin**	**Make & Model**	**Qty.**	**Offered Parameters (Specification/Dimensions)**
1					
2					
3					
4					
5					
6					
7					

Note:

- Item names and quantities must be reproduced from Section – III (Technical Specifications). If any deviations are needed, it must be mentioned/quoted, separately in the Proposal.
- Optional Bid/Quote is not allowed. The bidders must comply with the requirements mentioned in SECTION – III and submit their bid accordingly against each item.
- To be reproduced on the letter head, signed & stamped by the Bidder.
- To be attached with the Bid.

Stamp & Signature of Bidder _____

8.8. Contract Form

THIS AGREEMENT made on the ___day of _____20__ between *[name of Procuring Agency]* of *[country of Procuring Agency]* (hereinafter called "the Procuring Agency") on the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") on the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) the Bid Form and the Price Schedule submitted by the Bidder;
(b) the Schedule of Requirements;
(c) the Technical Specifications;
(d) the General Conditions of Contract;
(e) the Special Conditions of Contract; and
(f) the Procuring Agency's Notification of Award.
(g) Contract agreement
(h) Complete Bidding document

3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above.

Signed, sealed, delivered by_____the_____(for the Procuring Agency)

Signed, sealed, delivered by_____the_____(for the Supplier)

8.9. Bid Form/Price Schedule

- *Item names and quantities must be reproduced from Section – III (Technical Specifications). If any deviations are needed, it must be mentioned/quoted, separately in the Proposal/Bid.*
- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with the Bid.*

LOT-1: TRANSPORT SERVICES			
Sr. No.	**Description/ Specifications**	**Qty.**	**Per Kilometer Rent (inclusive of all applicable taxes & duties etc.)**
1.	**Changan Karvan / Forland or equivalent Air conditioned** Not older than 10 years, Overnight stay including accommodation and dinner of driver.	**01**	
2.	**Toyota GLI / Yaris / Honda City or equivalent Air conditioned,** Not older than 10 years, Overnight stay including accommodation and dinner of driver.	**01**	
3.	**Cultus / WagonR / Alto or equivalent Air conditioned,** Not older than 10 years, Overnight stay including accommodation and dinner of driver.	**01**	
4.	**Hyundai Shehzore (Pickup / Dala):** Not older than 10 years Overnight stay including accommodation and dinner of driver.	**01**	
	TOTAL BID PRICE		

Total Bid value (against which a Bid shall be evaluated) in figure. _____

Total Bid value (against which a Bid shall be evaluated) in words. _____

Note:

(i) In case of difference between unit price and total price, unit price shall prevail and total price shall be "final". (Please refer ITB clause 2.5.6).

(ii) In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.

(iii) A bid not compliant to the taxes (as notified by the government) or excluding applicable taxes and duties shall straight away be rejected.

(iv) Price for the Optional Items (where required), should be quoted separately in the Financial Proposal.

(v) The Procuring Agency will award the contract to the successful Bidder whose bid has been determined to be responsive and has been determined to be the overall lowest evaluated bid for the respective Lot.

LOT-2: DOMESTIC AND INTERNATIONAL AIR TRAVEL AND HOTEL BOOKING SERVICES			
Sr. No.	**Description/ Specifications**	**Qty.**	**Fixed Service Charge (% of actual fare / tariff) (inclusive of all applicable taxes & duties etc.)**
1.	**Domestic Air Ticketing:** Service charge (%) on the actual base fare of each e-ticket (booking, issuance, re-issuance, date change and refund processing).	—	
2.	**International Air Ticketing:** Service charge (%) on the actual base fare of each e-ticket (booking, issuance, re-issuance, date change and refund processing).	—	
3.	**Domestic Hotel Booking:** Service charge (%) on the actual basic room tariff of each booking (single / double occupancy; one percentage for both).	—	
4.	**International Hotel Booking:** Service charge (%) on the actual basic room tariff of each booking (single / double occupancy; one percentage for both).	—	
5.	**Visa Facilitation:** Service charge (%) on the visa fee.	—	
6.	**Travel Insurance:** Service charge (%) on the insurance premium for arranging international travel insurance.	—	
7.	**Cancellation / Amendment:** Service charge (%) on the value of the air ticket / hotel booking cancelled, amended or refunded.	—	
	TOTAL OF QUOTED PERCENTAGES (LOT-2)		

Total of quoted percentages for Lot-2 (against which a Bid shall be evaluated) in figure.

Total of quoted percentages for Lot-2 (against which a Bid shall be evaluated) in words.

Note (Lot-2):

(i) Quoted service charges shall be fixed percentages (%), up to two decimal places, applied on the actual base fare / basic room tariff and inclusive of all applicable taxes on the service charge. Airfare and hotel tariff shall not be quoted and shall be paid at actual without any mark-up.

(ii) The total of quoted percentages (Lot-2) is the sum of the percentages quoted for all services and shall be the basis of bid evaluation. A percentage must be quoted for every service.

(iii) Notes (i) to (iv) above shall also apply to Lot-2.

Stamp & Signature of Bidder _____

8.10. Bid Security Form

- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *Copy of the Bid security instrument must be submitted with the financial proposal,*
- **Original Bid Security Instrument must be submitted in an envelope clearly marked with the Bidding Document Number and Title, before the Bid Submission deadline at:**

  Procurement Office, 6th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore.

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Procuring Agency]* (hereinafter called "the Procuring Agency") in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ___day of _____20__.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including **thirty (30) days** after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature]

8.11. INTEGRITY PACT

(Not Required)

- **To be signed by the awardee**

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No._____Dated _____
Contract Value: _____
Contract Title: _____

…… [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of the Punjab (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

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

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

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

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

Name of Employer: ……	Name of Contractor: ……
Signature: ……..	Signature: ……
[Seal]	[Seal]

Section-IX: Check List

- The provision of this checklist is essential prerequisite along with submission of Bid.
- Please fill **(YES, NO, N/A)** or "**Check Mark"** the relevant columns, and attach this Checklist on top of the Proposal/Bid.
- Bidders bidding for both Lots shall submit the documents Lot-wise (separate Bid Form, Technical Specification, Price Schedule and Bid Security for each Lot). Rows marked "LOT-2" apply only to bidders bidding for Lot-2.

Sr. No.	Description/Documents	Attached (Yes/No)
1	Joint Venture (JV) Agreement and Bidder's JV Member information as per form 8.2 **(if applicable)**	
2	**Original Bid Security Instrument** (Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order).	
3	**Original Bid form** (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.	
4	**Bidder Information Form** (as per **form 8.3** of Bidding documents) on letter head of the firm, duly signed and stamped.	
5	**General Information Form** (as per **form 8.4** of Bidding documents) on letter head of the firm, duly signed and stamped.	
6	Copy of **Income Tax (NTN)** Registration with **Active/Operative status.**	
7	Copy of **General Sales Tax & PRA** Registration with **Active/Operative status**.	
8	Copy of valid **Professional Tax Certificate.**	
9	**Affidavit (as per form 8.5) on non-judicial Stamp Paper of Rs. 100/.**	
10	**Bid Form with complete Technical specifications** (as per **form 8.7** of Bidding documents) on letter head of the firm, duly signed and stamped (separately for each Lot bid for).	
11	**Bid Form with quoted prices** (as per **form 8.9** of Bidding documents) on letter head of the firm, duly signed and stamped (separately for each Lot bid for).	
12	**Authorization Documents/Certificates/Licenses etc.** as per the Evaluation Criteria (if required)	
13	**Relevant Past Experience Documents**, as per the Evaluation Criteria (if required), on letter head of the firm, duly signed and stamped.	
14	**All required samples (if demanded)** have been submitted to *[name of the Procuring Agency/Department/Team] or attached with the Proposal/Bid.*	
15	**Bid Form / Price Schedule** (as per **form 8.9** of Bidding documents) on letter head of the firm, duly signed and stamped (separately for each Lot bid for).	
16	**Bid Security Form** (as per **form 8.10** of Bidding documents)	
17	**Copy of Bid Security Instrument** (Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order).	
18	LOT-2: Copy of valid IATA accreditation certificate (IATA Agent / BSP) in the name of the Bidder.	

19	LOT-2: Copy of valid Travel Agency License issued by the Department of Tourist Services (DTS), Government of Pakistan.	
20	LOT-2: Proof of Active Taxpayer List (ATL) status of FBR.	
21	LOT-2: Proof of minimum five (5) years' experience and at least three (3) clients during last five (5) years (Purchase Orders / Contracts / Invoices).	
22	LOT-2: Proof of office in Lahore and list of at least five (5) full-time employees with designations.	
23	LOT-2: Undertaking for 24/7 emergency helpline with names and mobile numbers of at least two (2) focal persons.	
24	LOT-2: Audited financial statements / tax returns / bank statements as proof of minimum average annual turnover.	

Stamp & Signature of Bidder _____