

BIDDING DOCUMENTS

BID REFERENCE NO. SO(G)11-399/2024

HIRING OF COURIER SERVICES FOR HIGHER EDUCATION DEPARTMENT FOR FINANCIAL YEAR 2024-25

**GOVERNMENT OF THE PUNJAB
HIGHER EDUCATION DEPARTMENT
SHAHRA QUAID E AZAM, MALL ROAD, LAHORE**

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Important Note:

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Applicability of Punjab Procurement Rules, 2014

This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.

1. Invitation to Bid**1.1 PPRA Rules to be followed**

Punjab Procurement Rules, 2014 will be strictly followed. These may be downloaded from PPRA's website <http://ppra.punjab.gov.pk> and www.punjab.eprocure.gov.pk. In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

1.2 Mode of Advertisement(s)

As per Rule 12(1&2), this Tender is being placed online at PPRA's website.

The bidding document carrying all details can be downloaded from Higher Education Department's website <http://www.hed.punjab.gov.pk> and PPRA's website <http://ppra.punjab.gov.pk> and www.punjab.eprocure.gov.pk. All prospective bidders are required to register themselves with PPRA - e-Pak Acquisition Disposal System (EPADS).

1.3 Type of Open Competitive Bidding

As per Rule 38(2)(a), **Single Stage - Two Envelope** Bidding Procedure shall be followed. The said procedure is reproduced as follows:

- (i) electronics bid shall be submitted online on PPRA - EPADS;
- (ii) electronics bid shall be single package consisting of two separate folders, containing separately the financial and the technical proposals;
- (iii) the folders shall be named as "**Financial Proposal**" and "**Technical Proposal**";
- (iv) in the first instance, the "Technical Proposal" shall be opened and the folder named as "Financial Proposal" shall be retained unopened till the finalization of technical evaluation report;
- (v) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- (vi) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- (viii) The financial bids found technically nonresponsive shall be remained un-open; and
- (ix) The lowest evaluated bidder shall be awarded the contract.

Part I – Bidding Procedures

Section I. Instructions to Bidders

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Instructions to Bidders (ITB)

A. General

1. **Definition**
 - 1.1 **"Affiliate(s)"** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder.
 - 1.2 **"Applicable Rules"** means the Punjab Procurement Rules 2014 (amended from time to time) governing the selection and Contract award process as set forth in this Bidding Documents.
 - 1.3 **"Applicable Law"** means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.
 - 1.4 **"Client"** means the procuring agency Secretary HIGHER EDUCATION DEPARTMENT that signs the Contract for the Services with the selected Bidder.
 - 1.5 **"Bidder"** means a legally-established professional firm or an entity that may provide or provides the Services to the Client under the Contract.
 - 1.6 **"Contract"** means a legally binding written agreement signed between the Client and the Bidder and includes all the attached documents listed in its General Conditions of Contract (GCC), Special Conditions of Contract (SCC), and the Appendices.
 - 1.7 **"Data Sheet" (BDS)** means an integral part of the Instructions to Bidder (ITB) that is used to reflect specific conditions to supplement assignment, but not to over-write, the provisions of the ITB.
 - 1.8 **"Day"** means a calendar day.
 - 1.9 **"Government"** means the Government of the Punjab.
 - 1.10 **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one Bidder where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
 - 1.11 **"ITB"** means the Instructions to Bidder that provides all information needed to prepare their Proposals.
 - 1.12 **"LOI"** means the Letter of Invitation being sent by the Client to the Bidders.
 - 1.13 **"Proposal"** means the Technical Proposal and the Financial Proposal of the Bidder.
 - 1.14 **"Services"** means the work to be performed by the Firm pursuant to the Contract.

- 1.15 **“TORs”** means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Bidder, and expected results and deliverables of the assignment.
2. **Scope of Bid**
- 2.1 The Procuring Agency, as defined in the Bidding Data Sheet (BDS), invites bids for the Services, as described in the Appendix IV–Scope of Services to the Contract. The name and identification number of the Contract is provided in the BDS.
- 2.2 The successful Bidder will be expected to commence the performance of the Services by the Intended commencement Date provided in the BDS.
3. **Eligible bidder**
- 3.1 This invitation to bid is open to all legally registered firms in Pakistan. National Tax Number (NTN) and General Sales Tax Number with documentary shall have to be provided by the bidder.
- 3.2 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Government.
- 3.3 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA).
- 3.4 The Procuring Agency permits Bidders, including Consortiums and Joint Ventures to offer services.
4. **Conflict of Interest**
- 4.1 The Bidder is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 4.2 The Bidder has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/or sanctions by the Procuring Agency.
- 4.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Bidder shall not be hired under the circumstances set forth below:
- Conflicting activities*
- 4.3.1 A firm that has been engaged by the Client to provide goods, works or services other than Services for a project, and any of its affiliates, shall be disqualified from providing Services related to those goods, works or services. Conversely, a firm hired to provide

- Services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than Services resulting from or directly related to the firm's Services for such preparation or implementation. For the purpose of this paragraph, services other than Services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- Conflicting assignments*
- Conflicting relationship*
- 4.3.2 Service Provider (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Provider to be executed for the same or for another Client.
- 4.3.3 A Service Provider (including its Personnel) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Agreement, may not be awarded an Agreement, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Agreement
5. **One Bid per Bidder** 5.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.
6. **Cost of Bidding** 6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Procuring Agency will in no case be responsible or liable for those costs.
7. **Site Visit** 7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

8. **Content of Bidding** 8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance

- Documents** with ITB Clause 10:
- Section I Instructions to Bidders (ITB)
 - Section II Bidding Data Sheet
 - Section III Bidding Forms
 - Section IV Scope of Services
 - Section V Drawings and Specifications
 - Part II Conditions of Contract and Forms
 - Section A General Conditions of Contract
 - Section B Special Conditions of Contract
 - Part III Appendices
- 8.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. All sections should be completed and returned with the Bid in the number of copies specified in the BDS.
9. **Clarification of Bidding Documents**
- 9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency on EPADS and also at the Procuring Agency's address indicated in the invitation to bid. The Procuring Agency will respond to any request for clarification received earlier than **08 days prior** to the deadline for submission of bids. Response of the procuring agency will be uploaded on EPADS.
10. **Amendment of Bidding Documents**
- 10.1 Before the deadline for submission of bids, the Procuring Agency may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be uploaded on EPADS and same may be acknowledged by prospective bidders on EPADS.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Agency shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 20.2 below.

C. Preparation of Bids

11. **Language of Bid**
- 11.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written in the language

- specified in the BDS. Supporting documents and printed literature furnished by the Bidder shall be in same language.
- 12. Documents Comprising the Bid**
- 12.1 The Electronic Bid submitted by the Bidder shall comprise the following:
- 12.1.1 Technical and Financial form of Bid (in the format indicated in Section III);
- 12.1.2 and any other materials required to be completed and submitted by bidders, as specified in the BDS.
- 13. Bid Prices**
- 13.1 The Contract shall be for the Services, as described in Section IV Scope of Services of contract.
- 13.2 The Bidder shall fill in rates and prices, if applicable, for all items of the Services described in the Specifications (or Terms of Reference), and Appendices.
- 13.3 The Service Provider must quote rate inclusive of all transportation costs, cost of goods to be used, wages, insurance, all type of duties, taxes & levies and other charges as may be levied by the Government, Local Bodies and other agencies and the incidentals. In case of deviation in financial offer, the quoted price will be considered be inclusive of all as stated above.
- 13.4 If provided for in the BDS, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 13.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the cost shall be provided by the Bidder in the form of Appendices C to the Contract.
- 14. Currencies of Bid and Payment**
- 14.1 The price shall be quoted by the Bidder in the following currencies:
- 14.1.1 for those inputs to the Services which the Bidder expects to provide from within Pakistan, the prices shall be quoted in Pak Rupees (PKR), unless otherwise specified in the **BDS**;
- 15. Bid Validity**
- 15.1 Bids shall remain valid for the period specified in the BDS.
- 15.2 In exceptional circumstances, the Procuring Agency may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by email. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or

permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 16 in all respects.

- 16. Bid Security**
- 16.1 The Bidder shall furnish bid security, as part of the Bid as/if **specified in the BDS.**
- 16.2** The Bid Security shall be in the **amount specified in the BDS** and denominated in Pak Rupees (PKR) and shall:
- 16.2.1 at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
 - 16.2.2 be issued by a reputable institution selected by the bidder. If the institution issuing the bond is located outside Pakistan, it shall have a correspondent financial institution located in Pakistan to make it enforceable.
 - 16.2.3 be substantially in accordance with one of the forms of Bid Security included in Section III, Bidding Forms (TECH 2), or other form approved by the Procuring Agency prior to bid submission;
 - 16.2.4 be payable promptly upon written demand by the Procuring Agency in case the conditions listed in ITB Sub-Clause 16.5 are invoked;
 - 16.2.5 be submitted in its original form; copies will not be accepted;
 - 16.2.6 remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 15.2;
- 16.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 16.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 16.1, shall be rejected by the Procuring Agency as non- responsive.
- 16.4 The department will initiate legal action against the bidder:
- 16.4.1 if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 15.2; or
 - 16.4.2 if the successful Bidder fails to:
 - 16.4.2.1 sign the Contract in accordance with ITB Clause 34;
 - 16.4.2.2 Furnish a Performance Security in accordance with ITB Clause 35.
- 17. Alternative Proposals by Bidders**
- 17.1 **Unless otherwise indicated in the BDS,** alternative bids shall not be considered.

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| 18. Technical and Financial Proposal Format and Content | <p>18.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>18.2 The Financial Proposal shall be prepared using the attached Section III – Bidding Forms (FIN 1-3). It shall list all costs associated with the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.</p> <p>18.3 The Service Provider must quote rate inclusive of all transportation costs, cost of goods to be used, wages, insurance, all type of duties, taxes & levies and other charges as may be levied by the Government, Local Bodies and other agencies and the incidentals. In case of deviation in financial offer, the quoted price will be considered be inclusive of all as stated above.</p> <p>18.4 Service Provider should express the price of their services in Pakistani rupees (PKR).</p> |
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D. Submission of Bids

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| 19. Submission of Electronic Bids | <p>19.1 The Bidder shall submit electronic bid on EPADS comprising the documents and forms in accordance with Clause 12 (Documents Comprising Proposal).</p> <p>19.2 An authorized representative of the Bidder shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>19.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>19.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>19.5 Electronic Technical & Financial Proposals shall be separately uploaded on EPADS.</p> |
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- Financial Proposal”, “[Name of the Assignment] “, reference number, name and address of the Bidder, and with a warning “Do Not Open until [insert the date and the time of the Technical Proposal submission deadline].**
- 19.6 Only electronic bids shall be considered/accepted by the Procuring Agency. Bid Security must be uploaded on EPADS with the technical proposal.
- 20. Deadline for Submission of Bids**
- 20.1 Bids shall be uploaded on EPADS no later than the time and date **specified in the BDS.**
- 20.2 The Procuring Agency may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 10, in which case all rights and obligations of the Procuring Agency and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 21. Late Bids**
- 21.1 The Procuring Agency will not receive any bid submitted after the deadline prescribed in ITB Clause 20.
- 22. Modification and Withdrawal of Bids**
- 22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 20.
- 22.2 Each Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 18 and 19, with the outer and inner envelopes additionally marked “Modification” or “Withdrawal,” as appropriate.
- 22.3 No Bid may be modified after the deadline for submission of Bids.
- 22.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 15.2 may result in the forfeiture of the Bid Security/initiation of legal action against the firm.

E. Bid Opening and Evaluation

- 23. Bid Opening**
- 23.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Bidders’ authorized representatives who choose to attend (in person). The opening date, time and the

address are **stated in the Data Sheet**. The Financial Proposal shall remain unopened until they are opened in accordance with Clause 19 and 24 of the ITB.

23.2 At the opening of the Technical Proposals the following shall be read out:

23.2.1 the name and the country of the Bidder or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members;

23.2.2 the presence or absence of a duly sealed envelope with the Financial Proposal;

23.2.3 any modifications to the Proposal submitted prior to proposal submission deadline; and

23.2.4 any other information deemed appropriate or as indicated in the Data Sheet.

24. Technical Proposals Evaluation

24.1 Subject to provision of Clause 19 of the ITB, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

24.2 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 22 of this ITB. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

24.3 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the bidding documents, applying the evaluation criteria, sub-criteria, and point system **specified in the Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the Bidding Documents or if it fails to achieve **the minimum technical score indicated in the Data Sheet**.

25. Opening of Financial Proposals

25.1 After the technical evaluation is completed, the Client shall notify those Bidders whose Proposals were considered non-responsive to the Bidding Documents and TOR or did not meet the qualifying criteria that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Bidders that have been declared as responsive and inform them of the date, time and

- location for the opening of the Financial Proposals. The opening date should allow the Bidders sufficient time to make arrangements for attending the opening. The Bidder's attendance at the opening of the Financial Proposals (in person) is optional and is at the Bidder's choice.
- 25.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Bidders whose proposals have been declared as responsive. At the opening, the names of the Bidders, and the overall scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Bidders who submitted Proposals.
- Taxes*
- 25.3 The Bidder's Financial Proposal shall include all applicable taxes as indicated in clause 13.3 & 18.3 of ITB.
- 26. Financial Proposal Evaluation**
- 26.1 The Client will select the Bidder with the lowest evaluated total price among those Bidders that have been declared as responsive bidder in technical offer, and invite such Bidder to negotiate the Contract.
- 27. Process to Be Transparent**
- 27.1 Information relating to the evaluation and comparison of bids and recommendations for the award of a contract shall be disclosed to bidders **10 days** before the award to the successful Bidder is notified.
- 28. Clarification of Bids**
- 28.1 To assist in the examination, evaluation, and comparison of bids, the Procuring Agency may, at its discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Agency may require. The request for clarification and the response shall be in writing or email, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the bids in accordance with ITB Clause 30.
- 28.2 No Bidder shall contact the Procuring Agency on any matter relating to its bid from the time of the bid opening to publication of evaluation report. If the Bidder wishes to bring additional information to the notice of the Procuring Agency, he should do so in writing.

- 28.3 Any effort by the Bidder to influence the Procuring Agency in the Procuring Agency's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.
- 29. Examination of Bids and Determination of Responsiveness**
- 29.1 Prior to the detailed evaluation of bids, the Procuring Agency will determine whether each Bid:
- 29.1.1 Has been properly signed;
 - 29.1.2 Is accompanied by the required securities;
 - 29.1.3 And is substantially responsive to the requirements of the bidding documents.
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:
- 29.2.1 Which affects in any substantial way the scope, quality, or performance of the Services; or
 - 29.2.2 Which limits in any substantial way, inconsistent with the bidding documents, the Procuring Agency's rights or the Bidder's obligations under the Contract; or
 - 29.2.3 Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 29.3 If a Bid is not substantially responsive, it will be rejected by the Procuring Agency, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 30. Correction of Errors**
- 30.1 Bids determined to be substantially responsive will be checked by the Procuring Agency for any arithmetic errors. Arithmetical errors will be rectified by the Procuring Agency on the following basis:
- 30.1.1 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;
 - 30.1.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
 - 30.1.3 If there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 30.2 The amount stated in the Bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept

the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 16.5.

31. **Non-Preferential Treatment** 31.1 No bidder (domestic or foreign) shall be eligible for any margin of preference in Bid evaluation.

F. Award of Contract

32. **Award Criteria** 32.1 The Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be:
- 32.1.1 Eligible in accordance with the provisions of ITB Clause 3, and
 - 32.1.2 Qualified in accordance with the provisions of ITB Clause 24.
33. **Procuring Agency's Right to Accept or Reject all Bids** 33.1 Notwithstanding ITB Clause 32, the Procuring Agency reserves the right to accept all Bids, or to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring Agency's action.
34. **Notification of Award and Signing of Agreement** 34.1 The Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid validity period by email, confirmed by registered letter from the Procuring Agency. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state services and other particulars that the Procuring Agency will deliver to the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract
- 34.2 The notification of award will constitute the formation of the Contract. Expected data and address for award of contract is **specified in BDS.**
- 34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Procuring Agency and the successful Bidder. It will be signed by the Procuring Agency and sent to the successful Bidder along with the Letter of Acceptance. Unless otherwise stated in **BDS or Part II**, within 07 days of receipt of the Contract, the successful bidder **shall sign the Contract** and return it to the Procuring Agency, together with the required performance

security pursuant to Clause 35. Furthermore, the selected bidder shall commence the services by the date specified in BDS.

- 35. Performance Security**
- 35.1 Unless otherwise stated in **BDS or Part II**, within 07 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Procuring Agency a Performance Security in the amount and in the form (Bank Guarantee) stipulated in the BDS, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either
- 35.2.1 At the Bidder's option, by a bank located in the country of the Procuring Agency or a foreign bank through a correspondent bank located in the country of the Procuring Agency, or
- 35.2.2 With the agreement of the Procuring Agency directly by a foreign bank acceptable to the Procuring Agency.
- 35.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 36. Arbitration**
- 36.1 The Client and the Contractor will appoint the arbitrator jointly. The decision of the Arbitrator will be final and binding on the client and the service provider.
- 37. Corrupt or Fraudulent Practices**
- 37.1 For the purpose of this provision, the terms set forth below define corrupt or fraudulent practices:
- 37.1.1 **"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;
- 37.1.2 **"fraudulent practice"** is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- 37.1.3 **"collusive practices"** is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his

duty;

- 37.1.4 **“coercive practices”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;
- 37.1.5 **“obstructive practice”** is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client’s inspection and audit rights.
- 37.2 The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- 37.3 The Procuring Agency will declare mis-procurement if it determines at any time that its representatives were engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract,;
- 37.4 The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that they its representatives, directly or through an agent, were engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- 37.5 The Procuring Agency will have the right, requiring bidders, suppliers, contractors and consultants to permit the Procuring Agency to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Procuring Agency.

Section II. BIDDING DATA SHEET

A. General	
ITB clause reference	
2.1	The Procuring Agency is: <u>Higher Education Department, Government of Punjab</u>
2.2	The Intended Date for commencement of Services is 20th March 2025.
2.1	The name and identification number of the Contract is: HIRING OF COURIER SERVICES FOR HIGHER EDUCATION DEPARTMENT Bid Reference No.SO(G)11-399/2024.
3.3	A list of debarred/blacklisted Consultants is available at PPRA's website: www.ppra.punjab.gov.pk
B. Bidding Documents	
8.2 and 19.5	The number of copies of the Bid to be completed and returned shall be: One (1) original
C. Preparation of Bids	
11.1	This document has been issued in the <u>English</u> language. Proposals shall be submitted in <u>English</u> language. All correspondence exchange shall be in <u>English</u> language.
12.1	The bidding document to be submitted shall comprise of the following: 1. Technical proposal: 2. Financial proposal: 3. any other materials required to be completed and submitted by bidders on EPADS
14.1	The currency used for the purpose of this document is: <u>PKR (Pakistani Rupees)</u>
15.1	The period of Bid validity shall be 90 days after the deadline for Bid submission specified in the BDS.
16.1	The amount of Bid security shall be Rs.1,200,000/- in the shape of CDR, Demand Draft or Pay Order.
17.1	Alternative bids are not permitted.
D. Submission of Bids	
20.1	The electronic bids shall be submitted on EPADS, however, the Procuring Agency's address is: SECTION OFFICER (GENERAL), GOVERNMENT OF THE PUNJAB, HIGHER EDUCATION DEPARTMENT, SHAHRA QUAID E AZAM, MALL ROAD, LAHORE.

	Bid Reference No. SO(G)11-399/2024
20.1	The deadline for submission of electronic bids on EPADS shall be 11:00 AM on 03rd March, 2025.
19.1	The bidder shall NOT have the option of submitting their Proposals except Electronically through EPADS system of PPRA.
E. Bid Opening and Evaluation	
23.1	Bids will be opened at 12:30 PM on 03rd March, 2025 at the following address: SECTION OFFICER (GENERAL), GOVERNMENT OF THE PUNJAB, HIGHER EDUCATION DEPARTMENT, SHAHRA QUAID E AZAM, MALL ROAD, LAHORE.
24	Mandatory criteria and point system for the evaluation of the Technical Proposals is as under: <u>Mandatory Criteria:</u> i. The bidder must be a legally registered entity in Pakistan. ii. Acceptance of Scope of Services by the bidder. iii. The bidder should have an established courier setup in whole Punjab. iv. The bidder should attach last One year income tax and service tax returns along with electronic bid. v. The bidder must be an active tax payer. Documentary proof of NTN and PRA is required. vi. The bidder must have relevant experience according to the scope of services required. vii. The bidder is not backlisted by any Government Department / Organization. viii. The bidder must have experience of distributing at least 25,000-30,000 laptops as a single project in all over Pakistan (preferably in Punjab) ix. The bidder shall submit 2% bid security (in original) to the procuring agency before opening of the electronic bids. <u>Marking Criteria:</u> Bidders fulfilling mandatory criteria will be evaluated for Marking Criteria. Bidders need to get at least 70 marks to qualify for the financial proposal opening. Copies of all the required documents shall be submitted:

Section IV: Bidding Data Sheet

	Sr. No.	Category		Score
	I	Experience		50
		5-10 Projects	30 Marks	
		10-15 Projects	40 Marks	
		15 and above	50 Marks	
	II	Capacity of Firm		30
		100-200 relevant personnel	20 Marks	
		201-400 relevant personnel	25 Marks	
		401 and above	30 Marks	
	III	Financial Strength		20
		Average Annual Turnover for last 03 years (duly supported by Audited Financial Statements) 20-30 Million PKR	10 Marks	
		Average Annual Turnover for last 03 years (duly supported by Audited Financial Statements) 31-40 Million PKR	15 Marks	
		Average Annual Turnover for last 03 years (duly supported by Audited Financial Statements) 41 Million PKR and above	20 Marks	
		Total		100
		Minimum Qualifying Score		70

F. Award of Contract

34.2	Expected date and address for Award of Contracts : Date 20th March 2025 Address: <i>Higher Education Department, Government of Punjab. Shahra e Quaid e Azam, Mall Road, Lahore.</i>
34.3	Expected date for the commencement of services : 20th March 2025
35	The Performance Security of 5% of the total contract value in shape of Bank Guarantee from a schedule bank acceptable to the Procuring Agency.

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TECH 1: Technical Proposal Submission Form

[date]

To: The Section Officer (General),
Higher Education Department,
Shahra Quad e Azam, Mall Road, Lahore.

We, the undersigned, offer to provide the requested services as in accordance with your Bidding Documents dated [insert date here]. We are hereby submitting our Proposal, which includes the Technical Proposal, and a Financial Proposal.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Service Provider (if any, otherwise delete this line)]*

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the tender document.
- (c) We have no conflict of interest in accordance with scope of work.
- (d) We meet the eligibility requirements as stated in the tender document, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in tender document.

We understand that the Client is not bound to accept any Proposal that the Client receives.

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Service Provider (company's name or JV's name): _____

Address: _____

Contact information (phone and e-mail):

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

TECH 3: TEAM/STAFF COMPOSITION

{Please describe the structure and composition of your Key team/staff.

Sr.	Name	Position	Years of Experience (General)	Years of Association with bidder	Location (preferably district name if in Punjab)
{e.g., Supervisor}					
1	{e.g., Mr. Abbbb}				
{e.g., Staff}					
1	{e.g., Mr. Abbbb}				
2	{e.g., Ms. Abbbb}				
3	{e.g., Mr. Abbbb}				

TECH 4: APPROACH, METHODOLOGY, AND WORK PLAN

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan

- a) **Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

TECH 5: ORGANIZATION AND EXPERIENCE

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the currency specified in the BDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a **similar nature and volume over the last five years**. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Name of client and country	Type of Services provided (brief description) and year of completion	Duration	Value of contract
{e.g., Ministry of}	{e.g., "Provide services to " }	e.g., Jan.2011– Apr.2012} – 15 Months	{e.g., PKR 3 mill}

- 1.4 **Major items of Service Provider's Goods** proposed for carrying out the Services. List all information regarding goods/equipment required in TORs.

ITEM	DESCRIPTION	OWNED OR TO BE PURCHASED
(a)		
(b)		

2. Joint Ventures

- 21 The information listed in 1.1 - 1.4 above shall be provided for each partner of the joint venture.
- 22 The information in 1.12 above shall be provided for the joint venture.
- 23 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 24 Attach the Agreement among all partners of the joint

venture (and which is legally binding on all partners), which shows that

- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of tender document, if required.

CHECKLIST OF FORMS

Required (✓)	Form	Description	Page Limit
✓	TECH 1	Technical Proposal Submission Form.	N/A
“✓” If applicable	TECH 1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	N/A
“✓” If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture/consortium, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	N/A
✓	TECH 5	Bidder’s Organization and Experience.	N/A
✓	TECH 4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	N/A
✓	TECH 3	Team Composition, Key Experts, admin staff etc.	N/A

FIN 1: Financial Proposal Submission Form

{Location, Date}

To,

The Section Officer (General),
HIGHER EDUCATION DEPARTMENT,
Shahra Quad e Azam, Mall Road, Lahore.

Dear Sir,

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding amount(s) currency (-ies)} {Insert amount(s) in words and figures}, inclusive of all applicable taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the tender document.

No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/Consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FIN 2: Detail Breakdown of Costs

Sr. No.	Component of Courier Service	Description	Weight per Unit (kg)	Quantity (A)	Per Unit Cost Including Taxes (B)	Total Cost Including Taxes (A*B)
1	Delivery to 9 Divisions in Punjab including all districts	Inclusive of all applicable taxes, Package insurance, handling and transportation charges	Laptop Box: 2.2 kg Laptop Bag: 0.6 kg Total: 2.8 kg	40,000	N/A	
Grand Total						

Section IV. Scope of Services

SCHEDULE OF REQUIREMENTS/SCOPE OF WORK

Following points elaborate the scope of work to achieve the objectives of the assignment during the Tendering Process. The supply of required goods shall be as per agreed terms:

TENTATIVE SCOPE OF COURIER SERVICES

- ❖ The firm will be responsible **for handling & delivery** of goods (laptops with backpack) from Lahore to all District of Punjab from Monday to Saturday & in response to an Emergency Call at any time in a day/week/weekend.
- ❖ **Insurance during transition of package will be the responsibility of the bidder.**
- ❖ Goods must be delivered overnight/within one day at the destination site in case of Intra city.
- ❖ Goods must be delivered within 48 hours at the destination site in case of Inter District.
- ❖ The consignment must be tracked online after dispatch.
- ❖ The rate shall be finalized per issuance on delivery in Lahore or all districts of Punjab
- ❖ Un received postages must be delivered back to the sender with comments about the reasons of non-delivery.
- ❖ The Procuring Agency reserves the right to randomly check the postages for their timely delivery to the destination.
- ❖ In case of late delivery beyond the pre-defined time line in scope of services a penalty of 5% per day of the price of Shipment (Package) shall be charged. However, in case of cogent and justifiable delay in delivery of postage, a Tolerance Level of 1% per day of the price of the shipment (Package) will also be observed.
- ❖ Minimum collection time should be within a day.

Part II – Conditions of Contract and Forms

DRAFT CONTRACT

HIRING OF COURIER SERVICES FOR HIGHER EDUCATION DEPARTMENT

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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and Service Provider, the General Conditions of Contract (GCC); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.
3. Full requirements, terms and conditions of the agreement will be agreed during clarification with the technical responsive bidders. The form and content of the negotiated contract are expected to conform closely to the draft Contract Agreement as included in these Bidding Documents. Bidders will be expected to address all of the aspects of the General Conditions of Concession Contract in their submissions.

Letter of Acceptance

[letter head paper of the Procuring Agency]

[date]

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

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

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

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

or

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

or

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

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

Please return the attached Contract duly signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Contract

[letterhead paper of the Procuring Agency]

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

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

WHEREAS

- (a) the Client has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract for amount of ;
- (c) the Client has received budget from the Government of Punjab. It intends to apply a portion of the proceeds of this budget to eligible payments, if any, under the contract.

NOW THEREFORE the parties hereto hereby agree as follows:

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

- a) Contract Form
- b) the Letter of Acceptance;
- c) the Scope of Services
- d) the Special Conditions of Contract;
- e) the General Conditions of Contract;
- f) Performance Specifications and Drawings;
- g) Annexures; and
- h) the Service Provider's Bid.

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

- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Service Provider against the Services provided in accordance with the provisions of the Contract.

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

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

[Authorized Representative]

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

[Authorized Representative]

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

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

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

Section A: General Conditions of Contract (GCC)

1. General Provisions

1.1 Definitions

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

- a) The Arbitrator is the person appointed jointly by the Client and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- d) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- e) "Client" means the party who employs the Service Provider
- f) "Foreign Currency" means any currency other than the currency of the country of the Client;
- g) "GCC" means these General Conditions of Contract;
- h) "Government" means the Government of the Punjab;
- i) "Local Currency" means Pak Rupee (PKR);
- j) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the Special Conditions to act on their behalf in exercising all the Service Provider' rights and obligations towards the Client under this Contract;
- k) "Party" means the Client or the Service Provider, as the case may be, and "Parties" means both of them;
- l) "Personnel" means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;
- m) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Client;
- n) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Client
- o) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- p) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Client

- q) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Scope of Services and Specifications and Schedule of Activities included in the Service Provider's Bid.
- 1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
- 1.3 Language** This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.
- 1.5 Location** The Services shall be performed at such locations as are specified in Scope of Services, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials **specified in the SCC**.
- 1.7 Inspection and Audit by the Procuring Agency** The Service Provider shall permit the Procuring Agency to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Procuring Agency, if so required.
- 1.8 Taxes and Duties** The Service Provider and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law.

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

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.
- 2.2 Commencement of Services**
- 2.2.1 Work Program** Before commencement of the Services, the Service Provider shall submit to the Client for approval of execution plan /work Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in

	accordance with the approved execution plan/work program as updated.
2.2.2 Starting Date	The Service Provider shall start carrying out the Services at the date as may be specified in the SCC .
2.3 Completion Date	Unless terminated earlier pursuant to Sub-Clause 2.6, the Contract shall be completed within such time as stipulated by Higher Education Department, however, such time shall not exceed the limit of five months after the successful delivery of laptops by National Radio Telecommunication Corporation (NRTC). If the Service Provider does not complete any activity, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
2.5 Force Majeure	
2.5.1 Definition	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
2.5.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3 Extension of Time	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
2.5.4 Extension of Contract	The contract will be extendable for further 2 months with the mutual consent of both parties after the satisfactory performance, evaluated by the client.
2.6 Termination	

2.6.1 By the Client

The Client may terminate this Contract, by not less than Fifteen (15) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within seven (07) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less thirty (30) days; or
- (d) if the Service Provider, in the judgment of the Client has

engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this sub-clause, the terms set forth constitute corrupt or fraudulent activity:

- i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practices" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
- iv. "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;
- v. "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client's inspection and audit rights.

**2.6.2 By the
Service
Provider**

The Service Provider may terminate this Contract, by not less than ninety (90) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Client fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider

- that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

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

3. Obligations of the Service Provider

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

3.2 Conflict of Interests

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

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

3.2.3 Prohibition of Conflicting Neither the Service Provider nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities which would conflict with the

Activities	activities assigned to them under this Contract; (b) during the term of this Contract, the Service Provider shall not hire such public employees, in active duty or on any type of leave, which would conflict with the activities assigned to service provider to perform any activity under this Contract; (c) after the termination of this Contract, such other activities as may be specified in the SCC.
3.3 Confidentiality	The Service Provider, its Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.
3.4 Insurance to be Taken Out by the Service Provider	The Service Provider (a) shall take out and maintain own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.5 Service Provider's Actions Requiring Client's Prior Approval	The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions: (a) entering into a subcontract for the performance of any part of the Services, (b) appointing such members of the Personnel not listed by name in Scope ("Key Personnel"), (c) changing the Program of activities; and (d) any other action that may be specified in the SCC.
3.6 Reporting Obligations	The Service Provider shall submit to the Client the reports and documents specified in Scope in the form, in the numbers, and within the periods set forth in the said Scope.
3.7 Documents Prepared by the Service Provider to Be the Property of the Client	All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Client, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.
3.8 Liquidated Damages	
3.8.1 Payments of	The Service Provider shall pay liquidated damages to the Client at the rate per day stated in the SCC/Scope of Services for

Liquidated Damages	each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC/Scope of Services . The Client may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
3.8.2 Correction for Over-payment	If the Intended Completion Date is extended after liquidated damages have been paid, the Client shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on that sum, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.
3.8.3 Lack of performance penalty	If the Service Provider has not corrected a Defect within the time specified in the Client's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and specified in the SCC/ Scope of Services .
3.9 Performance Security	The Service Provider shall provide the Performance Security to the Client no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Client, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee.

4. Service Provider's Personnel

4.1 Description of Personnel	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Scope of Services.
4.2 Removal and/or Replacement of Personnel	(a) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client. (b) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions	The Client shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC/Scope of Services .
5.2 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
5.3 Services and Facilities	The Client shall make available to the Service Provider the Services and Facilities listed under Appendix A. Provision of site free from all encumbrances for construction activity shall be the responsibility of the Procuring Agency.

6. Payments to the Service Provider

6.1 Contract Price	The price payable in Pak Rupees (PKR).
6.2 Payment for Additional Services	For the purpose of determining the price for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the price is to be provided. in Appendix C.

7. Quality Control

7.1 Identifying Defects	The principle and modalities of Inspection of the Services by the Client shall be as indicated in the SCC and Scope of services . The Client shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities.
7.2 Correction of Deficiencies, and Non-Performance Penalty	(a) The Client shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Deficiencies remain to be corrected. (b) Every time notice of Deficiency is given, the Service Provider shall correct the notified Deficiency within the length of time specified by the Client's notice. (c) If the Service Provider has not corrected a Deficiency within the time specified in the Client's notice, the Client will assess the cost of having the Deficiency corrected, the Service Provider will pay this amount, and a Penalty for Non-Performance calculated as described in Sub-Clause 3.8/Scope of Services.

8. Settlement of Disputes

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

- 8.2.1 If any dispute arises between the Client and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Arbitrator within 14 days of the notification of disagreement of one party to the other.
- 8.2.2 The Arbitrator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 8.2.3 Should the Arbitrator resign or die, or should the Client and the Service Provider agree that the Arbitrator is not functioning in accordance with the provisions of the Contract, a new Arbitrator will be jointly appointed by the Client and the Service Provider

Section B. Special Conditions of Contract

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is: <u>Procuring Agency & Service Provider (Nominate jointly)</u>
1.1(b)	The contract name is: Hiring of Courier Services For HIGHER EDUCATION DEPARTMENT, For Year 2024-25
1.1(e)	The Client is: <u>Higher Education Department, Government of Punjab</u>
1.1(j)	The Member in Charge is Section Officer (General) , HED
1.1(m)	The Service Provider is _____
1.2	The Applicable Law is: <u>Laws of Islamic Republic of Pakistan</u>
1.3	The language is: <u>English</u>
1.4	The addresses are: Client: <u>Section Officer (General, Higher Education Department, SHAHRA QUAID E AZAM, MALL ROAD, LAHORE.</u> Service Provider: _____ Tel: _____ Email: _____
1.6	The Authorized Representatives are: For the Client: <u>Section Officer (General, HED)</u> For the Service Provider: _____
2.1	The tentative date on which this Contract shall come into effect is <u>20-03-2025.</u>

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
2.2.2	The Tentative Starting Date for the commencement of Services is 20-03-2025 .
2.3	The Contract shall be completed within such time as stipulated by Higher Education Department; however, such time shall not exceed the limit of five months after the successful delivery of laptops by National Radio Telecommunication Corporation (NRTC).
3.4	The risks and coverage by insurance shall be responsibility of the bidder.
3.8.1	The liquidated damages rate is 5% per day as per the value of the delivery package, Maximum up to 20% of the package value.
3.8.3	Lack of performance Penalty(ies) will be dealt as per PPRA rules
6, 6.2(a)	The estimated amount in Pak Rupees is: 60.000 million
7.1	The principle and modalities of inspection of the Services by the Client are as follows: _____ The Defects Liability Period is_____.

Part III – Appendices

Appendix A — Schedule of Payment and Reporting Requirement

Appendix B — Key Personnel, Rate list and Equipment

Appendix C — Cost breakdown and Performance Guarantee Form

Appendix A — Schedule of Payments & Reporting Requirements

A1- Contractor shall submit net monthly invoice comprising of:

- i Cost of each delivery of package (based on rates quoted in financial bid).*
- ii Any penalties incurred during the month.*

*Net monthly invoice should be computed as: $(i - iv) = x *$*

** Payable amount*

A2- Service Provider shall duly maintain computerized reports/history of all assignments and share the same with client.

Appendix B — Key Personnel, Utilities and Equipment

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

B-1

SR#	MANPOWER DESCRIPTION	QUALIFICATIONS & EXPERIENCE
1	Manager	▪ Responsible for coordination of staff ▪ Act as an interface between the Client and the contractor's staff. ▪ Record requests and feedback from the client from time to time and appropriate actions taken. ▪ Coordinate any kind of shifting/ relocations of the staff and the same shall also be reported to the client ▪ Responsible for the turnout of staff. ▪ Decide on the work and staff deployment on a daily basis ▪ Maintain attendance for all the staff. ▪ Ensuring presence of the staff at their respective stations according to Client requirement and the completion/ compliance of the various duties assigned to them. ▪ Help induce a sense of responsibility, discipline and hygiene in all employees. ▪ Maintain log of all samples ▪ Ensure that required checklists are followed and updated accordingly ▪ Submit the required reporting forms. ▪ Should be medically fit ➤ Education: Graduate ➤ Minimum experience: At-least 3 years (in supervisory role) ➤ Age: Less than 50 Years
2	Service Delivery Personnel	➤ Education: Matriculation ➤ Minimum experience: At-least 1 year as a courier service delivery man for collection of temperature sensitive goods ➤ Age: Less than 50 Years

Appendix C:

C1- Breakdown of Contract Price

1. *Rates/Rent for Equipments/Goods*
2. *Staff Salaries (Administrative and other staff).*

This appendix will exclusively be used for determining cost for additional Services. Service provider can use template of Form FIN-2 in Section-III of bidding document to provide this details

C2 - Performance Security

(Performance Security to be furnished by the Bidder in the amount specified in Data sheet /SCC in the form of Demand Draft. Pay order or CDR)

INVITATION FOR BIDS

Hiring of Service Providing Firms for Financial Year 2024-25

1. Higher Education Department, Lahore invites electronics bids on EPADS at www.punjab.eprocure.gov.pk from the bidders i.e. courier service providers registered with relevant Authorities/Tax Departments (Income Tax, Sales Tax, PRA), having professional tax certificate for the fiscal year 2024-25 from Excise & Taxation Department and registered on EPADS. The bids should be submitted as per rule 38(2)(a) PPR-2014 single stage two envelope procedures description mentioned in the Tender Documents.

Sr. No.	Required Service	Tentative Scope of Service	Estimated Cost	Bid Security (Fixed)
01	Courier Services	Provision of Services for delivery of goods (laptops) in 9 Divisions including all Districts of Punjab	60 Million	1.2 Million

2. All electric Bids must be accompanied by a scanned Bid Security of 2% of the estimated price in the name of Section Officer (General), Higher Education Department in the form of CDR/Demand Draft/Pay Order. The original instrument of bid security must be delivered in HED office prior to closing date of submission of bids.
3. The complete electronic bid must be submitted online at www.punjab.eprocure.gov.pk, as per the following schedule:

Bid Submission Date & Time	03.03.2025 (Monday) 11:00 AM
Bid Opening Date & Time	03.03.2025 (Monday) 12:30 PM

4. Bidding Documents are immediately available after date of publication. Higher Education Department Punjab will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or online submission of bids. In case of official holiday on the day of submission, next day will be treated as closing date. The Bidding Documents carrying all details can also be downloaded from the website of Punjab Procurement Regulatory Authority <http://ppra.punjab.gov.pk> and www.punjab.eprocure.gov.pk.
5. All prospective bidders shall be required to quote rate. The lowest evaluated bidder shall be considered for award of contract.

SECTION OFFICER (GENERAL)
GOVERNMENT OF THE PUNJAB
HIGHER EDUCATION DEPARTMENT
Shahra Quad e Azam, Mall Road, Lahore
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