Tender Document No.: SOG(A&F)1-1/2026(TENDER)

HR OUTSOURCING SERVICES FOR GOVERNMENT OF THE PUNJAB AQUACULTURE AND FISHERIES DEPARTMENT

UNDER FRAMEWORK CONTRACT

ADMINISTRATION WING,
GOVERNMENT OF THE PUNJAB,AQUACULTURE & FISHERIES DEPARTMENT

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SECTION-I: INVITATION TO BIDS

GOVERNMENT OF THE PUNJAB
AQUACULTURE & FISHERIES DEPARTMENT

INVITATION OF BIDS FOR HR OUTSOURCING SERVICES

Aquaculture & Fisheries Department, Government of Punjab, Lahore invites bids under **single stage two envelope** bidding procedure from well-reputed, experienced and tax registered bidders against the below-mentioned services at Aquaculture & Fisheries Department, Government of Punjab, Lahore for the **HR OUTSOURCING SERVICES:** . The interested bidders can download the bidding document containing details with evaluation criteria and terms & conditions from ***Punjab e-Procurement System (eP)*** of PPRA (***www.ep.punjab.gov.pk***), PPRA website (ppra.punjab.gov.pk), and Aquaculture & Fisheries Department website (punjabfisheries.gov.pk).

Sr. No.	Description	Procurement No.	Total Tenure of Contract	Bid Submission Deadline (Date & Time)	Technical Bid Opening Date & Time	Bid Security (5% of Estimated Price) (PKR)	Estimated Price (PKR)
1	HR OUTSOURCING SERVICES	SOG(A&F)1-1/2026(Tender)	1 Year	On or before 30th july 2026, 11:00 AM	July 30th, 2026, at 11:30 AM	750,000/-	15,000,000/-

Important Information:

- Bids submitted only through **e-Procurement** Portal of Punjab shall be accepted, submission by other means shall not be acceptable.
- The Bids will be opened in the presence of the bidder's' representatives who may choose to be present at the address below on the date and time stated above.
- The bidding procedure shall be strictly in accordance with the national competitive bidding procedure of Punjab Procurement Rules 2014.

Section Officer (General)
Aquaculture & Fisheries Department, Punjab
9-A, Bahawalpur Road, Chuburji, Lahore – Pakistan.
email: Secretaryaf786@gmail.com | Phone: 042-99212375 | Website: punjabfisheries.gov.pk

1. Bidding Documents are immediately available after date of publication. Section Officer (General), Aquaculture and Fisheries Department will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of E-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 www.ppra.punjab.gov.pk.

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 Rules - 2014, the later shall prevail.

2.1. Introduction

2.1.1 Scope of Bid

i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of *services* as specified in the Section-III of Scope of Services, Section-IV Bid Data Sheet (BDS) and Section VII- Schedule of Requirements. The successful Bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS.

2.1.2 Source of Funds

i) The Procuring Agency named in the Bid Data Sheet has got the requisite funds. 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 to all suppliers i.e., association of firms / companies / sole proprietor / general order service providers / (JV, if applicable), registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.), and registered on e-Procurement System (EPADS), 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 goods to be purchased under this Invitation to Bids [if applicable].

iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.

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

v) In the case of a Joint Venture, Consortium, or Association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The Joint Venture, Consortium, or Association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.

[It is upon procuring agency to decide the participation of Bidders in J.V mode. The limit on the number of members of JV or Consortium or Association and extent of their role shall be prescribed in BDS, in accordance with the guidelines issued by the PPRA].

vi) The appointment of Lead Member in the Joint Venture, Consortium, or Association shall be confirmed by submission of a valid JV or Consortium agreement to the Procuring Agency.

vii) Any agreement that forms a Joint Venture, Consortium or Association shall be required to be submitted as part of the E- bid and shall be attested.

viii) Any E-bid submitted by the Joint Venture, Consortium or Association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

ix) The invitation for Bids is open to all prospective Supplier, Manufacturers or Authorized Agents / Dealers / Distributors subject to any provisions or licensing / regulatory requirements issued by the respective National / Provincial Professional Statutory Body established for that particular trade or business as mentioned in bid data sheet.

x) 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 goods 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

xii) 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 with, Punjab Procurement Rules, 2014.

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

xiii) 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.

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

xv) 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

i) 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 Agency,” 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.

of PPRA Act, 2009 and Rule-21, read with Schedule appended

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 i) The Bidder shall be responsible for the provision of bids as per 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 PPRA Rules, 2014 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 (EPADS). 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 (EPADS) for clarity of bidders.

ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency through e-Procurement System (EPADS)**.**

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 Punjab, 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.

viii) 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 (EPADS). 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 (EPADS), not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPRA Rules, 2014 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 PPRA 2014, 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 services 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 it proposes to supply under the contract.

ii) Prices indicated on the Price Schedule shall be item wise / package wise.

iii) 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. An 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 Goods' 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 manufacturer into English shall be attached to the original version.

2.3.7. Bid Security

i) The Bidder shall furnish, as part of its E-bid, a Bid security in the amount specified in the Bid Data Sheet.

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) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:

(a) **Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for ……**

Thirty (30) Days, beyond the validity of Bid, or until furnishing of the Performance Security, whichever is later.

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 non-responsive.

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 PPRA Rules, 2014, 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:*

vii)

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.

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 PPRA Rules, 2014 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 PPRA Rules, 2014). The request and the responses thereto shall be made in writing (or by email / through e-Procurement System (EPADS)). 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.

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".

2.3.9. Format and Signing of Bid

i) The Bidder shall prepare E-bid of the scanned documents in the form of PDF file and as per requirements in tender document.

ii) iii) 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 E- bid. However, in case of any issue bidder shall be responsible for all consequences.

iv) All scanned pages of the E-Bid, shall be signed and stamped by the authorized person before scanning.

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

vi) The name and position held by each person signing the authorization must be typed or printed below the signature. All scanned pages of the E-Bid, shall be signed and stamped by the authorized person before scanning.

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

i) 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.

2.3.10. Minimum Wage rates/all applicable taxes

The Bidders must adhere to the minimum wage rate (notified by Finance Department from time to time) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.

2.4. Submission of E-bids

2.4.1 Sealing and Marking of Bids

i) N/A

The complete Bids must be submitted online on Punjab e-Procurement System website i.e., https://ep.punjab.gov.pk

2.4.2 Deadline for Submission of E-bids

i) E-Bids must be submitted on the e-Procurement System (EPADS) 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 PPRA Rules, 2014, 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 (EPADS) 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 (EPADS), 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 (EPADS), 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 PPRA Rules, 2014), 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 (EPADS) 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 (EPADS) 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 (EPADS) 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

viii) minimum: the name of the Bidder and whether or not there is a late bid, the Bid price if applicable.

ix) 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.

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 (EPADS).

i) *[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPRA Rules, 2014, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]*

2.5.2. Confidentiality

ii) 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 PPRA Rules, 2014.

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)
i) 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 (EPADS).

2.5.3. Clarification of E-bids

As per rule 33(2) of PPRA Rules 2014, 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 (EPADS) 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 Supplier 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; Technical 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) i) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance**,** it shall reject the Bid.

2.5.6. Correction of Errors

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 PPRA Rules, 2014, 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 **technically evaluate** and compare the Bids which have been determined to be responsive,

iv) pursuant to ITB Clause 2.5.5, as per Technical Specifications
i) required.
ii)
i) The **financial evaluation** of a Bid will be on the basis of 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

Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its e-Bid, from the 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 (EPADS).

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

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 (EPADS), 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 (EPADS), 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 (EPADS), concerning his grievances **not later than ten (10) days after the announcement of the Final evaluation reports**. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance **within five (05) days of announcement of the technical evaluation report.** After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining / receiving grievance petitions from the prospective bidders (if any).

v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope 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 (EPADS) that its e-Bid has been accepted.

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

iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), 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) **Within fifteen (15) days of the issuance of notification of award / Letter of Acceptance** from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.

2.6.4. Award Criteria

iii) 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 / Acceptance Letter 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 / Acceptance Letter 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.

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 PPRA Rules, 2014. 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 PPRA Rules, 2014.

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 PPRA Rules, 2014, where the Procuring Agency requires formal signing of contract, **within fifteen (15) days of issuance of the notification of Contract award/Acceptance**, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.

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

Subject to ITB Clause 2.6.2, under rule-55 of PPRA Rules, 2014, the Procuring Agency will award the contract to the successful Bidder whose E-bid has been determined to be responsive and has been determined to be the lowest

i) evaluated E-bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award

i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of Rule-59 (c)(iv) of PPRA Rules, 2014 (not more than 15%).

2.6.6. Procuring Agency's Right to Accept or Reject All E-bids

As per rule 35 of PPRA Rules, 2014, 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.

2.6.7. 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.

2.6.8. 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;*

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."*

ii) Blacklisting & Debarment:

Blacklisted Consultants and those found involved in "Corrupt Practices" are not allowed to participate in bidding.

Substantial Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009:

"*17A. Blacklisting*:

(1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

***21. Blacklisting**. – (1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:*

- *(a) acted in a manner detrimental to the public interest or good practices;*
- *(b) consistently failed to perform his obligation under the Contract;*
- *(c) not performed the Contract up to the mark; or (d) indulged in any corrupt practice.*

(2) If a procuring agency debars a bidder or Contractor under subrule (1), the procuring agency:

- *(a) shall forward the decision to the Authority for publication on the website of the Authority; and*
- *(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.*

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement

process of all or some of the procuring agencies for such period as the Managing Director may determine.

*(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within **thirty (30) days** from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.*

*(5) Any person or procuring agency aggrieved by an order under subrule (3) or (4) may, within **thirty (30) days** of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.*

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPRA Rules, 2014:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.

2. The show cause notice shall contain:

(a) precise allegation, against the bidder or Contractor;

(b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and

(c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.

*3. The procuring agency shall give minimum of **seven (07) days** to the bidder or Contractor for submission of written reply of the show cause notice.*

4. In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.

5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*

6. *The procuring agency shall give minimum of **seven (07) days** to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*

7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*

8. *The procuring agency shall decide the matter within **fifteen (15) days** from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an*

   eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.

9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within **thirty (30) days**, prefer a representation against the order before the Managing Director of the Authority.*

10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*

11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*

12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*

13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*

14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*

15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this 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.

2.6.9. **Quantity and volume of the goods to be considered in mind** *[Framework Contract Modality]*

i) While quoting the rate in a framework contract, the Bidder must consider the following facts:

a. Certain volume and quantity of the goods / services as prescribed in Bid Data Sheet.
b. The Bidder have to maintain the rates of the goods / services for the whole financial year.
c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

SECTION-III. TECHNICAL SPECIFICATIONS

3.1. Technical Specifications

Any brand names / model mentioned in the technical specifications of goods / services being solicited through this bidding document, are for reference only and the bidders may quote any brand / model with equivalent specifications.

Detail of Personnel Required and Service Parameters

Lot No.	Description	Service Parameters	Quantity
1.	Drivers	Detail Requirements are given in Section 3.2	**06**
2.	Dak Rider		**01**
3.	Chowkidar		**01**
4.	Naib Qasid		**03**
5.	Sweeper		**01**
6.	Data Entry Operator		**06**

The quantity of resources is estimated numbers, The Procuring Agency reserves the right to increase or decrease the number of resources at the time of contract signing or at any stage during the execution of the contract, and in no way bind the Procuring Agency to order the said services/resources in a number less than, equal to or more than the one listed above.

3.2 Scope of Services

Any brand names / model mentioned in the technical specifications of goods / services being solicited through this bidding document, are for reference only and the bidders may quote the any brand / model with equivalent specifications.

The overall scope is as following: A)

Driver.

1 Procuring Agency reserves the right to replace Drivers, for any reason with respect to compliance framework of Transport Compliance Action Plan (Section - VII);

2 Procuring Agency will not provide any travel related allowance, accommodation orboarding and lodging arrangement to any employees;

3 Procuring Agency will conduct the Driving Test / Interview of Drivers and only finalized Driver will join the pool / duty; and

4 The Driver shall be governed under the West Pakistan Government Staff Vehicles (Use & Maintenance) Rules, 1969:

i) Have valid driving LTV / HTV license (preference will be given to PSV license holder) for operating government vehicles as per the laws of Pakistan;

ii) Have valid CNIC;

iii) Have valid Service Card issued by the Contractor / firm with clear and visible photo of driver on it; iv) Physically and mentally fit to operate vehicles;

v) Provide medical certificates and test reports of hepatitis B, C and TB;

vi) Must provide Driver's Profile, Police verification character certificate;

vii) Not be addicted to any sort of drugs;

viii) Not be engaged in medication which may impair ability to drive;

ix) Properly be trained in the operation and minor maintenance of the government vehicle;

x) Driver should have at least five (05) years' experience in public or private sector as a Driver, age limit is 25-40 years and minimum qualification is Middle;

xi) Driver shall observe the driving and traffic laws / regulations, approved speed limits strictly in adherence to safety standards and protocols;

xii) Have sufficient Urdu language skills;

xiii) Should wear uniform (Recommended by MT Wing, S&GA Department); xiv) Be knowledgeable and familiar about Pakistan's road network and road regulations;

xv) Properly attired during hours of operation;

xvi) Driver should be polite, gentle and well behaved;

xvii) Be able to carry out minor vehicle repairs in case a vehicle breaks down;

xviii) Only 4 Days/Month will be given as leave to driver by the Procuring Agency. The duty roaster will be managed by the Procuring Agency;

xix) The driver will be responsible for keeping proper record of the trip / tour (the total mileage/km's departure/destination) duly vetted by the user of the government vehicle / staff. He should record all journeys in the logbook of government vehicles and get verified on monthly basis from the concerned user / staff;

xx) Driver shall not leave the government vehicle un-attended or in a dangerous position / situation; xxi) Driver shall be responsible for any damage that may be caused to the vehicle due to his negligence; xxii) Driver shall safely operate the government vehicle(s) to transport official staff, goods and protocol duties to ensure provision of service up to the satisfactory level; xxiii) Drivers may be required to stay in other cities with officials, but no TA/DA will be applicable; and;

xxiv) Driver shall not allow to smoke during driving or inside the vehicle while at rest.

B) Dispatch Rider (Dark Rider)

i) Education: Middle / Matric ii) Requirement: Valid motorcycle license + riding experience iii) Age: Usually 18–30

C) Chowkidar

i) Education: Literate / Primary / sometimes Middle

ii) Age: 18–25 or up to 30–40 iii) Other: Physically fit, local domicile

D) Naib Qasid

i) Education: Primary / Middle / sometimes Matric

ii) Age: 18–25

iii) Duty: Office support work

E) Sweeper

i) Education: Literate / Primary ii) Age: 18–40

iii) Other: Physical fitness required

F) **Data Entry Operator**

i) Education: Intermediate or Bachelor ii) Computer diploma (1 year) iii) Skills: Typing speed (25–40 wpm), MS Office iv) Age: 18–28

3.3. Scope of Work

Tasks to be performed by Firm/Company:

1. The bidder will provide potential candidates for various project-based positions like trainers / subject matter experts / curricula development experts / mobilizer / researchers, etc. to Aquaculture and Fisheries Department as and when required.

2. The bidder will provide a dedicated resource (POC) for all the operations of Aquaculture and Fisheries Department to ensure effective and efficient services.

3. Aquaculture and Fisheries Department will provide duration of required services and budget allocation against each position.

4. Aquaculture and Fisheries Department will provide the required qualification / experience or any other specific requirements against position.

5. The bidder shall provide CVs for relevant candidates as per the criteria by Aquaculture and Fisheries Department after initial screening.

6. Final selection would be done by Aquaculture and Fisheries Department and in case of any rejection the bidder will provide another candidate till the time Aquaculture and Fisheries Department finalizes the candidate.

7. The bidder shall process the payment of given services upon request from Aquaculture and Fisheries Department relevant team. Subsequently, the Bidder will share the monthly invoice against the services with the relevant Aquaculture and Fisheries Department for payments reimbursement. Payment for the Service Charges will be made after deducting all applicable taxes.

8. In the case of the work-based travel, the bidder shall include the cost (Fuel, TADA, Lodging) incurred by in their monthly invoice, which shall be paid on an actual basis, based on the prescribed entitlement as approved by respective Aquaculture and Fisheries Department team.

9. The termination of contract will be given by the bidder, based on the recommendations from Aquaculture and Fisheries Department only, which could originate due to performance or any other disciplinary issue.

10. Aquaculture and Fisheries Department will make the final decision, if a contract of any service unit is renewed or extended and the tenure of that contract.

Deliverables:

1. Bidder will disburse the payments within 4 working days, once Aquaculture and Fisheries Department transfers the payable amount to the bidder against rendered services after invoice verification.

2. Bidder will share the reports, or any data required as per the scope of work by Aquaculture and Fisheries Department respective Team, within 2 days after a formal request to the bidder

by Aquaculture and Fisheries Department team.

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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: **GOVERNMENT OF THE PUNJAB AQUACULTURE & FISHERIES DEPARTMENT** The subject of procurement is: **HR Out Sourcing** Commencement date for Start of Services: **Within Fifteen (15) Days after Acceptance letter by the Procuring Agency may be issued by the Procuring Agency under the Framework Contract [as the case may be].**
2.	**2.1.2**	Financial year for the operations of the Procuring Agency: **2026-27** Name of Project/ Grant (Development or Non-Development): **Non-Development** Name of financing institution: **Aquaculture & Fisheries Department.** Name and identification number of the Contract: SOG(A&F)1-1/2026(Tender)
3.	**2.1.3 (v)**	Maximum number of members in the joint venture, consortium or association shall be: [*N/A*]. J.V. form 8.2 should be followed. **(NOT APPLICABLE).**
B. Bidding Documents		
4.	**2.2.2**	Clarifications may be requested by 23rd July, 2026, before 05:00 PM through email: secretaryaf786@gmail.com or by Punjab e-Procurement System (eP). Clarification(s) sought by any other means shall not be entertained by Procuring Agency.
5.	**2.3.9**	E-Bid to upload on E-Procurement is in one original.

C. Bid Price, Currency, Language and Country of Origin		
6.	**2.3.1**	*Language of the Bid:* **English**
7.	**2.3.4**	The price quoted shall be fixed in **PAK RUPEES** inclusive of all applicable taxes.
8.	**2.3.4 & 2.3.9**	The price quoted shall be fixed in PAK RUPEES inclusive of all applicable taxes and duties. The Bidders must adhere to the minimum rates of wages (Notified by Government of the Punjab) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.
D. Preparation and Submission of Bids		
9.	**2.2.2**	**The complete Bids must be submitted online on e-Procurement System website i.e., www.ep.punjab.gov.pk**
10.	**2.4.2**	The deadline for E-bid submission is: **30.07-2026 at 11.00 am**
11.	**2.5.1**	Time, date/ Month/ Year, and place for E-bid opening. **30-07-2026 at 11:30 am** **In committee room of, Government of the Punjab, Aquaculture & Fisheries Department.** **Phone:** (+ 92) (42) (99212375)
13.	**2.6.2**	Amount of Performance Guarantee is: **10% OF THE CONTRACT AMOUNT**
14.	**2.3.8**	Bid validity period after opening of the E-Bid is: **One Eighty Days (180) DAYS.**
15.	**2.3.6**	Estimated Contract Price is: PKR 15.00 Million/- Amount of Bid security is: Bid Security of 5% (i.e., Rs.750,000 (Seven Hundred fifty Thousand Rupees) before the opening of the bid submit by online on e-Procurement system. If the bid security is not submitted before the opening of the bid, the bidder shall be disqualified for further proceeding. The Bid security should be valid for a period not less than 6 months and a scanned copy must be attached in the financial envelope of the e-tendering portal. Bid Security of disqualified bidders will be returned after awarding the contract to the successful bidder on request. The Procuring Agency if deems appropriate may conduct or call all the Drivers or any of them for interview and test drive to evaluate the driving skills and performance.
E. Opening and Evaluation of Bids		

16.	**2.5.1**	The E-Bid opening shall take place at: **In committee room of, Government of the Punjab, Aquaculture & Fisheries, Department Lahore** **Phone:** (+ 92) (42) (99212375)
17.	**2.5.7**	The currency that shall be used for E-Bid evaluation is: ***PAK RUPEES***
F. Bid Evaluation Criteria		
18.	**2.5.8**	Criteria to Bid evaluation is presented below:

Eligibility / Knock Down Criteria

Eligibility Criteria Details	Response/ Elaboration/ Proof Required		Attached Supporting Documents/Proof and mark (Yes/No)
Evidence of the bidding company / firm registration / inc orporation is required.	Please attach copy of certificate of incorporation / registration certificate.		
Must be an Active Taxpayer as per "Active Taxpayer List" of FBR on the day of submission.	(Please attach proof to ascertain that company/firm is on active taxpayer list of FBR.)		
Must be an Active Taxpayer as per "Active Taxpayer List" of Punjab Revenue Authority (PRA) (if already not registered with PRA, then, if awarded the tender, the firm / company will have to get registered with PRA before signing of contract.)	(Please provide PRA active status proof or undertaking on firm / company letterhead for registration before signing the contract (if already not registered).		
Affidavit on stamp paper (**duly attested by oath commissioner**) as per the form 8.5 of the tender document, declaring that company/firm is not blacklisted or debarred by any organization anywhere in Pakistan.	(Please attach a copy of affidavit attested by **oath commissioner** (as per the form 8.5 of the tender document) on stamp paper of not less than Rs 100, declaring that the company/firm is not blacklisted, and the original affidavit must be delivered to Aquaculture and Fisheries as per the mentioned address before the closing date and submission time of the bid.)		
The Bidder must be registered with Employees' Old-Age Benefits Institution (EOBI) and Punjab Employees Social Security Institution (PESSI).	(Please attach a copy of Registration with EOBI and PESSI).		

	If the bidder fails to provide information as per the above-mentioned or does not fulfil the requirement of, “Eligibility Criteria” shall be disqualified and declared ineligible from the bidding process and its technical evaluation shall not be carried out.

Technical Evaluation Criteria				
	Descriptions		**CategorizedPoints**	**Remarks** (Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded)
	Relevant Experience			Attach copies of contracts / service order / project completion letter. If no valid attachment is provided, then no marks for this section will be awarded.
	Providing HR Outsourcing Services for more than 7 years.		20	
	Providing HR Outsourcing Services for more than 5 years but less than or equal to 7 years.		15	
	Providing HR Outsourcing Services for more than 3 years but less than or equal to 5 years.		10	
	Client Portfolio			Attach copies of contracts / service order / project completion letter. If no valid attachment is provided, then no marks for this section will be awarded.
	Worked with more than 10 local / international clients.		25	
	Worked with more than 08 but less than or equal to 10 local / international clients.		20	
	Worked with more than 06but less than or equal to 08 local / international clients.		15	
	Financial Capability			Copy of financial audit reports &

	Annual revenue / turnover of the firm / company is more than or equal to Rs. 15 million.		20	statements of 2024-25 done by ICAP / SBP / ICMAP registered auditing firm (where applicable as per the law) or tax return of 2024-25. If no valid attachment is provided, then no marks for this section will be awarded.
	Annual revenue / turnover of the firm / company is more than or equal to Rs. 10 million but less than 15 million.		15	
	Annual revenue / turnover of the firm / company is more than or equal to Rs. 05 million but less than 10 million.		10	
	Number of Relevant HR Staff			Complete list of staff with Designations, Qualification & HR related Experience and contact details on firm/company letterhead. If no valid attachment is provided, then no marks for this section will be awarded.
	More than 10 relevant HR Staff (with recruitment & HR operation experience) are available on pool to handle recruitment & HR operation services.		20	
	8 to 10 relevant HR Staff (with recruitment & HR operation experience) available on pool to handle recruitment & HR operation services.		15	
	5 to 8 relevant HR Staff (with recruitment & HR operation experience) available on pool to handle recruitment & HR operation services.		10	
	The Firm / Company Office Presence			Documentary Proof of the Firm/Company Office presence in Lahore / Pakistan. If no valid attachment is provided in Section, then no marks for this
	Firm/Company Office at Lahore, Pakistan.		15	
	Firm/Company Office at other than Lahore, Pakistan.		10	

				section will be awarded.
Total Points Awarded				

NB: Firms / companies / sole proprietor acquiring 65 or more marks shall be considered for opening of Financial Bids.

G. Award of Contract

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 Guarantee shall be: 10% OF THE CONTRACT AMOUNT

2.6.2	The Performance Security (or guarantee) shall be submit before the opening of the bid submit by online on ep.punjab.gov.pk system. 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 / Acceptance Letter 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 / Acceptance Letter 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

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 Supplier, 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 Supplier 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 Supplier is required to supply to the Procuring Agency under the Contract.

(d) "The Services" means those services including *provision of Drivers* and other such obligations of the Service Provider 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 (separate financial and technical) to be submitted by bidders on e-Procurement System (EPADS).

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 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 Services is distinct from the nationality of the Service Provider. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

4. Standards

4.1. The 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.

6. Performance Guarantee

5.1. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider's performance under the Contract if so required by the Procuring Agency.

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

6.1. **Within fifteen (15) days of issuance of the notification of Contract award / Acceptance Letter,** the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB. 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.

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 Intent (LOI) 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 Intent (LOI) 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 Service Provider's failure to complete its obligations under the Contract.

6.3. As per Rule-56 of PPRA Rules, 2014, 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 reputable 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), Pay Order (PO) or Banker's cheque.

6.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider'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** 7.1. The Service Provider may be required to provide any of the **material** incidental material if any, specified in SCC:

[If required and decided by the Procuring Agency]

8. **Payment** 8.1. The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.

9. **Prices**

payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.

8.3. As per rule-62 of PPRA Rules, 2014, 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 Service Provider, provided the work is satisfactory.

10. Change Orders

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

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

10.1. The Procuring Agency may at any time, by a written order given to the Service Provider pursuant to GCC Clause 11, make changes within the general scope of the Contract, only if required for the successful completion of the job.
10.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider'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 Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider'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 PPRA Rules, 2014 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 written amendment signed by the parties.

12. **Assignment** 12.1. The Service Provider 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 Service Provider 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 Service Provider from any liability or obligation under the Contract.

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

14. **Delays in the** 14.1. Performance of Services shall be made by the Service Provider in

Service Provider's accordance with the Schedule of Requirements/Work Plan/ **Performance** Deputation Plan as prescribed by the Procuring Agency in Section VII.

14.2. If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely performance of Services,

the Service Provider 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 Service Provider's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Service Provider'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 Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages.

15. Liquidated Damages 15.1. Subject to GCC Clause 17, if the Service Provider fails to provide the Services as per requirement/ 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 PPRA Rules, 2014.

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 Service Provider, may terminate this Contract in whole or in part:

(a) if the Service Provider fails to deliver any or all of the 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 Service Provider fails to perform any other obligation(s) under the Contract; or

(c) if the Service Provider, 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 S-2 (d) of PPRA, Act, 2009:

(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 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, Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Agency for any excess costs for such similar Services. However, the Service Provider 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 Service Provider 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 Service Provider and not involving the Service Provider'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 Service Provider, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Service Provider 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 Service Provider 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 Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, 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 Convenance

20. Resolution of Disputes

19.1. The Procuring Agency, by written notice sent to the Service Provider, 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 Service Provider 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 Service Provider's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Services, 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 Service Provider-an agreed amount for partially completed Services and for materials and parts previously procured by the Service Provider.

20.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Service Provider 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 Service Provider 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. Subject to GCC Clause 30, 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 means 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. Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency.

24.2 The Service Provider shall maintain ACTIVE taxpayer status with Punjab Revenue Authority (PRA) throughout the contract period.

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 Period and Extension in Contract period Initially the contract will be for the period of eight (08) or the remaining period of financial year 2025-26 whichever is lessor. However, the same may be extended by the Competent Authority, on the satisfactory performance by the Contractor at the rates as notified / specified by the Government from time to time & TORs **with mutual agreement / consent of Procuring Agency and the Contractor up to a further period of two (02) years (on yearly basis) subject to availability of funds / budget**. Extension in the contact 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.

Subsequent to the issuance of Acceptance Letter / Award of Contract may be issued by the Procuring Agency under the Framework Contract [as the case may be.

SECTION-VI. SPECIAL CONDITIONS OF CONTRACT

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: **ADMN WING, GOVERNMENT OF THE PUNJAB, AQUACULTURE & FISHERIES DEPARTMENT**

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

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

2. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per rule 56 of PPRA Rules, 2014, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: **10% OF THE CONTRACT AMOUNT**

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.

<u>Penalty Charges on Late Submission of Performance Security</u>

If the Contractor delays provision of Performance Security **fifteen (15) days** of the issuance of notification of award / Letter of Intent (LOI) 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 Intent (LOI) 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.

3. Incidental Materials (GCC Clause 7)

GCC 7.1—Incidental materials to be provided are:
[Selected material covered under GCC Clause 7 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Service Provider 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 Service Provider under this Contract shall be as follows:

Payment for Services provided: *[to be decided by the Procuring Agency as per rule-62 of PPR-14]*

- The Contractor shall provide a certificate along with a copy of the payroll record, which clearly shows that the Payment made to the resource under the Contract, is as per the Minimum Wage notified by the Government.

- The Contractor shall submit attendance certificate of each resource under the Contract, duly signed by designated person of Procuring Agency, or other documentary evidence as the Procuring Agency may require.

Payment may be made in Pak. Rupees in the following manner: *(to be decided by the Procuring Agency)*

(i) Running Bill modality, (ii) Treasury Cheque, or (iii) Cross Cheque 5. Prices (GCC Clause 9)

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

6. Liquidated Damages (GCC Clause 15) GCC 15.1—Applicable rate: **one-half (0.5) percent of the Contract Price per week**

Maximum deduction: **ten (10) percent (%) of the Contract Price**

7. 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 PPRA Rules, 2014, in the case of a dispute between the Procuring Agency and the Service Provider, the dispute shall be referred for arbitration in accordance with the Arbitration Act, 1940.

8. Governing Language (GCC Clause 21)

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

9. 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):

10. Insurance Coverage

The ***Admn Wing, Aquaculture & Fisheries Department*** will not be liable for any damage/loss to assets, resources and manpower deployed by the Contractor. The Contractor shall procure all insurance policies to include requisite insurance coverage as applicable including but not limited to Comprehensive general liability insurance and / or third-party accident insurance to safeguard any eventuality while the employees of the Contractors are on duty.

11. Indemnity

The Contractor agrees fully and effectually to indemnify, defend and hold harmless the **Admn Wing, A&F Deptt.** and its officers, officials, employees, representatives, agents, and assigns ("Indemnified") at its own expenses against the Losses suffered or incurred by the **Admn Wing, A&F Deptt** as a direct result of any negligent or fraudulent act or omission by it and its employees, in breach of any of its obligations contained or referred to in the Contract. In addition, the Contractor hereby also agree to indemnify and hold harmless the **Admn Wing, A&F Deptt** against the Losses claimed, made or incurred against the **Admn Wing, A&F Deptt** arising out of or in connection with the performance or discharge of Contractor's obligations and duties under the Contract or in respect of any Losses sustained or suffered by any third party, otherwise than by the **Admn Wing, A&F Deptt's** gross negligence or willful misconduct. The Contractor understands, acknowledge and agree that this provision is the essence of the contract and consequently, Contractor's desire to provide the **Admn Wing, A&F Deptt** (being indemnified) with specific contractual assurance of each Indemnifier's rights to full indemnification against any proceedings.

12. Notices (GCC Clause 23)

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

—Supplier's address for notice purposes: **AWARDEE's ADDRESS**

SECTION-VII. SCHEDULE OF REQUIREMENTS

7.1 Schedule of Requirements

Lot No.	Description	Quantity	Delivery Schedule (Weeks)
1	Drivers	06	Within fifteen (15) Days after issuance of Acceptance Letter
2.	Dak Rider	01	Within fifteen (15) Days after issuance of Acceptance Letter
3.	Chowkidar	01	Within fifteen (15) Days after issuance of Acceptance Letter
4.	Naib Qasid	03	Within fifteen (15) Days after issuance of Acceptance Letter
5.	Sweeper	01	Within fifteen (15) Days after issuance of Acceptance Letter
6.	Data Entry Operator / Typiest	06	Within fifteen (15) Days after issuance of Acceptance Letter

Subsequent to the issuance of Acceptance Letter / Notification of Award may be issued by the Procuring Agency under the Framework Contract [as the case may be].

NOTE: The Procuring Agency may require the resources to be deployed at any other locations throughout Punjab.

The Bidders are required to comply with the following Compliance Framework for provisioning of Drivers, Dak Rider Chowkidar, Naib Qasid, Sweeper and Date Entry Operator /Typiest:

Section Officer (General), Aquaculture & Fisheries Department
Compliance Framework Action Plan

Sr #	Nature of Misconduct	First Action	Second Action	Third Action	Fourth Action	Act Defined in Frame Work	Action As per Frame Work
1.	If an appointees abuses the Employee(s) at his place of posting	Warning	Termination	-	-	Abusing / Manhandling of employee /affiliate of the department / place of posting	Termination / Dismissal
2.	If there is any intimidation or incitement to violence.	Warning	Termination	-	-		

Sr #	Nature of Misconduct	First Action	Second Action	Third Action	Fourth Action	Act Defined in Frame Work	Action As per Frame Work
3.	If an appointees assaults or threats thereof to any Employee or customer.	Termination / Dismissal	-	-	-		
4.	If an appointees submits a fake medical certificate	Termination / Dismissal	-	-	-	Submission of false documents and / or information on any communication medium, e.g. bogus educational documents, fake certificates, fake claims, etc.	Termination / Dismissal
5.	If an appointees Makes any false statement/provides false information/documents at the time of employment	Termination / Dismissal	-	-	-		
6.	If an appointees is found Possessing / Using / supplying drugs/other narcotic substances at the place of posting / premises or being under the influence of alcohol, or other narcotics substances during work hours.	Termination / Dismissal	-	-	-	Possession / usage / supply of intoxicating or addictive substances e.g. drugs, alcohol etc.	Termination / Dismissal

7.	If there is any unethical communication with an employee(s) / affiliate(s) through any medium	Warning	Five Days Wages will be confiscated	Termination	-	Unethical communication with employee(s) / affiliate(s) through any Medium	Termination / Dismissal
8.	If any confidential information or details are shared with any personnel in an unauthorized manner	Termination / Dismissal	-	-	-	Disclosure of Government Departments / offices protected information including but not limited to confidential, billing, employee's related information, Govt. Departments / offices records, financial information etc. to non- authorized persons.	Termination / Dismissal
9.	Sexual Harassment of any employee	Termination / Dismissal	-	-	-	Sexual Harassment	Termination / Dismissal
10.	If an appointees is found stealing or an attempt to steal	Termination / Dismissal	-	-	-	Theft or attempt thereof	Termination / Dismissal
11.	Unlawful / Unauthorized use / possession of Government Departments / offices, employee's property / Documentation	Termination / Dismissal	-	-	-	Conversion or attempting conversion of any property belonging to the Government Departments / offices, employee or customer	Termination / Dismissal
12.	If an appointee is found guilty of any financial fraud	Termination / Dismissal	-	-	-	Financial embezzlement	Termination / Dismissal
13.	If an appointee is keeping weapons (including but not limited to guns / chloroform / explosives and petroleum related substances) within the office premises	Termination / Dismissal	-	-	-	Possession / Display / use of weapons within Govt. Departments / offices premises	Termination / Dismissal
14.	If an appointee deliberately damages the Vehicle/office equipment.	Warning	Recovery of damages	Termination & Recovery of damages	-	Damaging Government Departments / offices Vehicles / equipment or property	Termination / Dismissal

Sr #	Nature of Misconduct	First Action	Second Action	Third Action	Fourth Action	Act Defined in Frame Work	Action As per Frame Work

15.	If an appointees is found misusing Government Department's resources / offices equipment etc.	Warning	Confiscation of three days wages	Termination	-	Using Government Departments / offices resources like computer, internet etc. to store and / or access prohibited material including but not limited to accessing internet sites containing pornographic, offensive, and / or obscene material	Termination / Dismissal
16.	If appointee is Gambling or Betting during office hours and /or within office premises	Termination / Dismissal	-	-	-	Gambling / Betting during office hours and / or within office premises	Termination / Dismissal
17.	If an appointee has a Proven involvement in a criminal act	Termination / Dismissal	-	-	-	Proven involvement in a criminal act	Termination / Dismissal
18.	If an appointee is coming / staying in the Government Departments / offices premises under the influence of any intoxicating substance	Termination / Dismissal	-	-	-	Staying in the Government Departments / Offices premises under the influence of any intoxicating Substance	Termination / Dismissal
19.	If an appointee is demanding or accepting bribes, or any illegal gratification with the intent of undue favors in return	Warning	Termination	-	-	Demanding or accepting bribes, or any illegal gratification for undue favors	Termination/ Dismissal
20.	If an appointee is spoiling the Government Departments / Offices image and/or causing reputational damage	Termination / Dismissal	-	-	-	Defaming Government Departments / Offices image and / or causing reputational damage	Termination/ Dismissal
21.	Violation of any law of the land and/or regulatory SOPs and/or Government Departments / Offices' policy	Warning	Termination	-	-	Violation of any law of the land and/or regulatory SOPs and / or Govt. Departments / Offices' policy resulting in Show cause and / or financial penalty to the department	Termination / Dismissal
22.	If an appointee is found guilty of blackmailing	Warning	Termination	-	-	Blackmailing	Termination / Dismissal
23.	Issuing a statement or information impersonating as the Government Departments / Offices' employee	Warning	Termination	-	-	Misuse of social and formal media	Termination / Dismissal

24.	If an appointee is using Unfair / Unauthorized means to enhance or manipulate performance outcome	Warning	Termination	-	-	Use of Unfair / Unauthorized means to enhance or manipulate performance outcome	Warning & Subsequent Termination
25.	If an appointee is found Misusing / damaging Government Departments / Official' resources e.g. car, fuel, etc.	Warning	Warning and Recovery of the damage	Termination	-	Misuse of Government Department's / Official resources e.g. car, fuel, etc.	Warning & Subsequent Termination
26.	If an appointee is doing any Private work during office hours for personal gain	Warning	Termination	-	-	Engagement in private activity for personal gain	Warning & Subsequent Termination
27.	If an appointee undertakes an elective responsibility without due approval and permission from the relevant authorities.	Warning	Termination	-	-	Offering self for elective office(s) without approval from relevant authority	

Sr #	Nature of Misconduct	First Action	Second Action	Third Action	Fourth Action	Act Defined in Frame Work	Action As per Frame Work
28.	If an appointee is misusing position / power to influence others e.g. to forcing late sitting, asking for undue personal errands/ favors , etc.	Warning	Termination	-	-	Misuse position / power to influence others e.g. to forcing late sitting, asking for undue personal errands / favors, etc.	Warning & Subsequent Termination
29.	If appointees is found Aiding and Abetting Supervisor(s) / colleague(s) covering up or shielding fellow employee from punishment / reprimand for proven misconduct.	Warning	Termination	-	-	Aiding and Abetting Supervisor(s) / colleague(s) or manipulating facts covering up or shielding fellow employee from disciplinary action from wrong doing.	Warning & Subsequent Termination
30.	If appointees fails to meet the requirements of the assigned duties and responsibilities	Warning	Termination	-	-	Failure to perform official assigned duties and responsibilities	Warning & Subsequent Termination
31.	If appointee is found making frivolous, baseless, or unsubstantiated allegations against fellow employee(s)	Warning	Termination	-	-	Making frivolous, baseless, or unsubstantiat ed allegations against fellow employee(s)	Warning & Subsequent Termination
32.	If an appointee disrespects People, exhibit indecent attitude / behavioral Issues	Warning	Termination	-	-	Inappropriate attitude, lack of diligence and moral values	Warning & Subsequent Termination

33.	If an appointee is not adhering to the official timings,	Warning	Warning & Recovery of wages of late coming days	Termination	-	Inefficiency / Habitual late coming.	Warning & Subsequent Termination
34.	If appointees is found Discriminating with Govt. employees or colleague(s) on the basis of irrelevant attributes including age, race, color, national or ethnic origin, marital status, family, disability; political or religious conviction or gender etc.	Warning	Termination	-	-	Religious, political, racial, ethnical or gender intolerance / discrimination	Warning & Subsequent Termination
35.	If an appointee is found wearing indecent clothes at work (not socially acceptable/ as per the Govt. Departments / Office's policy)	Warning	Termination	-	-	Non-adherence to the dress code of Govt. Department / offices	Warning & Subsequent Termination
36.	If an appointee is found smoking within the office premises of the Govt. Department(s)	Warning	Termination	-	-	Smoking inside Offices premises of the Govt. Department(s)	Warning & Subsequent Termination
37.	If the an appointee is absent from duty without any prior intimation / approval of his supervising officer	Warning	Warning & Recovery of wages of absent days	Termination	-	Absenteeism	Warning(s) & Subsequent Termination

SECTION-VIII: SAMPLE FORMS

Bid Form

- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with the Technical Bid, in case of Single Stage Two Envelope Procedure.*

Date: ______________________

To: [Motor Transport Wing, S&GAD]

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 / services 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%** percent 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 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 PPRA Rules, 20 14.

[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 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 PPRA Rules, 2014.

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 PPRA Rules, 2014.*

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 service provider	Amount and Currency
________________________	________________________
________________________	________________________

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 ________________________________

8.1 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 Technical 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.

8.2 Bidder Profile Form

- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with Technical 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 03 years) – or as applicable per the evaluation criteria

Yes	No

b) Details of Experience (Last 03 Years) – or as applicable per 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 applicable as per 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 Technical 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, PRA 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 or on the Official Letter-head.*
- *To be attached with Technical 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 firm is not blacklisted from Aquaculture and Fisheries Department Government of the Punjab.

(ii) 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 firm certify the correctness of information.

(iv) The firm is not blacklisted or subject to any pending litigation in this regard, with any Government or Public Department.

(v) The firm comply with Section – III “Technical Specifications/Scope of Services”, and Section – VII “Schedule of Requirements” of the Bidding Document.

[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 **“PROVISION 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. Technical Bid Form

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

Sr. No.	Description	Quantity	Offered Compliance to Section – III & Section – VII
1	Drivers	06	
2.	Dak Rider	01	
3.	Chowkidar	01	
4.	Naib Qasid	03	
5.	Sweeper	01	
6.	Data Entry Operator	06	

Stamp & Signature of Bidder ______________________

8.8. Contract Form

THIS AGREEMENT made on the _____ day of 2024 between *[name of Procuring Agency]* of *[country of Procuring Agency]* (hereinafter called "the Procuring Agency") on the one part and *[name of Bidder]* of *[city and country of BIdder]* (hereinafter called "the Bidder") 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 Bidder 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 Bidder as hereinafter mentioned, the Bidder 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 Bidder 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_Agency) the (for the Procuring

____

Signed, sealed, delivered by the (for the Bidder)

____

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

PRICE TABLE FOR HUMAN RESOURCE AS PER MINIMUM WAGE RATE										
Sr. No.	**Item name**	**Description**	**Baseline Price**			**Quantity (A)**	**Comparison Price**			
			Min Wage / as a base price	**EOBI 5% of Min Wages**	**Social Security 6% of Min Wage**		**Management Fee / inclusive of all taxes (B)**		**Total Price (inclusive of all applicable taxes & duties etc.)/ Month (C=A*B)**	**Total Price (inclusive of all applicable taxes & duties etc.)/ Year (D=C*12)**
							RS/-	**%**		
1	**Drivers**	As per SECTION – III & SECTION - VII								
2.	**Dak Rider**	As per SECTION – III & SECTION - VII								
3.	**Chowkidar**	As per SECTION – III & SECTION - VII								

4.	**Naib Qasid**	As per SECTION – III & SECTION - VII								
5.	**Sweeper**	As per SECTION – III & SECTION - VII								
6.	**Data Entry Operator**	As per SECTION – III & SECTION - VII								
									TOTAL BID VALUE (For Comparison)	

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) The unit price should be inclusive of all above-mentioned costs. If these costs are not provided separately, it will be assumed that the quoted unit price is inclusive of all costs.

(ii) Quantity is mentioned for the purposes of evaluation only and does not bind the Procuring Agency to order the entire quantity as listed. The Procuring Agency reserves exclusive right to utilize the resources in number less than, equal to or more than the given volume on the quoted unit rate.

(iii) 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).

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

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

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

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:**

  Office of Additional Secretary (Admn), Aquaculture & Fisheries Department.

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 _______________2026.

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

- **To be signed by the awardee**

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

Contract No. _________________Dated ___________________
Contract Value: _____ Contract Title: _____

……………………………… [Name of Contractor] 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 Bidder] 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 Contractor] 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 Contractor] 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 Contractor] 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 Contractor] 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.

For the Procuring Agency: ……………… For the 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 Technical Proposal.

Sr. No.	Description/Documents	Technical Proposal	Financial Proposal
1	Joint Venture (JV) Agreement and Bidder s JV Member information as per form 8.2 **(if applicable)**		
2	**Original Bid Form** (as per Bidding documents) on letter head of the firm, duly signed and stamped.		
3	**Bidder Information Form** (as per **Form 8.3** of Bidding documents) on letter head of the firm, duly signed and stamped.		
4	**General Information Form** (as per **Form 8.4** of Bidding documents) on letter head of the firm, duly signed and stamped.		
5	**Copy of Active Registration with Income Tax Authorities** - **National Tax Number (NTN)**		
6	**Copy of Active Registration with Sales Tax Authorities (STRN)**		
7	**Affidavit (as per form 8.5) on Stamp Paper of minimum Rs.100/- or Official Letter-head:** (i) The firm is not blacklisted from Government of the Punjab Aquaculture and Fisheries Department. (ii) 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 firm certifies the correctness of information. (iv) The firm is not blacklisted or subject to any pending litigation in this regard, with any Government or Public Department. (v) The firm comply with Section – III "Technical Specifications/", and Section – VII "Schedule of Requirements" of the Bidding Document.		
8	**Technical Bid Form** (as per **Form 8.7** of Bidding documents) on letter head of the firm, duly signed and stamped.		
9	**Authorization Documents/Certificates/Licenses etc.**, as per the Evaluation Criteria		
10	**Relevant Past Experience Documents**, as per the Evaluation Criteria, on letter head of the firm, duly signed and stamped.		
11	The Procuring Agency if deems appropriate may conduct or call all the Drivers or any of them for interview and test drive to evaluate the driving skills and performance.		
12	**Financial Bid Form** (as per **Form 8.9** of Bidding documents) on letter head of the Firm, duly signed and stamped.		
13	**Bid Security Form** (as per **form 8.10** of Bidding documents)		
14	**Copy of Bid Security Instrument** (Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque).		

Stamp & Signature of Bidder ________________________