Standard Bidding Document

Hiring of Contractors for Transportation Services
(Non-Consultancy Services)

National

Single Stage-One Envelope

August 14, 2026

Karachi Tools Dies & Moulds Centre (KTDMC) (Karachi Tools Dies & Moulds Centre (KTDMC)),Procurement Head
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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Karachi Tools Dies & Moulds Centre (KTDMC) (Karachi Tools Dies & Moulds Centre (KTDMC))** has reserved Funds for the procurement planned for FY **2026-27**. The **Karachi Tools Dies & Moulds Centre (KTDMC) (Karachi Tools Dies & Moulds Centre (KTDMC))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Hiring of Contractors for Transportation Services**" with the reference of **"P89218"**

2. The **Karachi Tools Dies & Moulds Centre (KTDMC) (Karachi Tools Dies & Moulds Centre (KTDMC))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/89218**.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, September 1, 2026 02:30 PM**. E-bids will be opened on the same day at **Tuesday, September 1, 2026 03:00 PM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new

version of **EPADS v2.0,** may register themselves on https://vendors.epads.gov.pk/. A tutorial to explain the registration process is available at https://www.youtube.com/watch?v=MNW6T38v7tc

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1. **Scope of Bids**

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-One Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. **Source of Funds**

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

3. **Fraudualent & Corrupt Practices**

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. **Eligible Bidders**

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severely 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,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

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

5. **Qualification of the Bidder**

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. **Contents of Standard Bidding Document**

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued by the Procuring Agency include:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Eligible Countries
Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section VI Bidding Forms
Section VII Fraudaulent & Corrupt Practices
Section VIII – Material & Non-material deviation
Section IX General Conditions of Contract (GCC)
Section X Special Conditions of Contract (SCC)
Section XI Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. **Clarifications**

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 1.1.**

7.4. 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 bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document 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.

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.
No change in the prices or substance of the bid shall be sought, offered, or permitted.
The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

7.6.1. evaluation & qualification criteria;

7.6.2. required scope of work or specifications;

7.6.3. all securities requirements;

7.6.4. tax requirements;

7.6.5. terms and conditions of bidding documents; and

7.6.6. change in the ranking of the bidders.

From the time of bid(s) 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 in writing or through electronic form that provides record of the content of communication.

8. **Amendment of Bidding documents**

8.1. 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 addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document and shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC and SCC;

9.1.2. Documentary evidence established in accordance with BDS that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with BDS that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; and

9.1.6. Any other document required in the BDS.

10. **Documents Establishing Eligibility of the Services and Conformity to bidding documents**

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. Pursuant to BDS, the bidder shall furnish, as part of itsbid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. **Form of Bid**

12.1. **The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.**

13. **Bids Prices**

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability in that case.**

15. **Bids Currencies**

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. **Bid Validity Period**

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

17. **Bid Security or Bid Securing Declaration**

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder’s conduct which would warrant the security’s forfeiture.

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC are invoked.

17.4. Unsuccessful Bidders’ Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors, or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with SCC; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

17.6. **The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

18. **Alternative Bids by Bidders**

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

19. **Withdrawal, Substitution, and Modification of Bids**

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. **Format and Signing of Bids**

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through

EPADS v2.0.

20.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

21. **Submission of Bids through EPADS v2.0 before Dead deadline**

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. **Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee**

22.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004,
The Procuring Agencyis required to establish a Procurement Cell/Evaluation Committee which shall Evaluate the Bids inaccordance with the evaluation criteria, terms and conditions given in the bidding documents.

23. **Opening of Bids**

23.1. The Bid Evaluation Committee of the Procuring Agency will open all bids through EPADS, 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 attendance sheet as proof of their attendance.

23.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

23.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline**.**

23.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

24. **Confidentiality**

24.1. 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 person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

24.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

25. **Preliminary Examination of Bids**

25.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

25.1.1. meets the eligibility criteria defined in **BDS**;

25.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

25.1.3. is accompanied by the required securities; and

25.1.4. is substantially responsive to the requirements of the bidding document.

25.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

25.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

26. **Examination of Terms and Conditions, Technical Evaluation**

26.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS,** to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed inthe bidding document have been met without material deviation or reservation.

26.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with BDS**,** it shall reject the bids.

27. **Correction of Errors**

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

27.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, 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;

27.1.2. 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

27.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

27.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed.

28. **Conversion to Single Currency**

28.1. As per Rule 30 of Public Procurement Rules, 2004.

29. **Evaluation of Bids**

29.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive.

29.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

29.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.

29.4. The Procuring agency evaluation of a bid will take into account:

29.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

29.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6;**

29.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

29.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

29.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS.**

30. **Determination of Most Advantageous Bids**

30.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

31. **Abnormally Low Financial Bids**

31.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency –

31.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

31.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

32. **Rejection of Bids**

32.1. As per Rule 33 of the Public Procurement Rules, 2004

33. **Single Responsive Bid**

33.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

34. **Arbitration**

34.1. As per Rule 49 of Public Procurement Rules, 2004.

F. Award of Contract

43. **Criteria of Award**

43.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as most advantageous Bid.

44. **Procuring Agency's Right to reject All Bids**

44.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

44.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

45. **Notification of Award**

45.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

45.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

45.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

46. **Signing of Contract**

46.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

47. **Performance Guarantee**

47.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS**

and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

47.2. Failure of the successful bidder to comply with the requirement of **BDS, SCC and GCC** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

48. **Corrupt & Fraudulent Practices**

48.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

53. **Constitution of Grievance Redressal**

53.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.

54. **GRC Procedure**

54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement

Rules, 2004 , Mechanism for Blacklisting, Debarment Regulations, 2024 and Regulation on “procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.

Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Non-Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number
ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

Name of Procuring Agency: **Karachi Tools Dies & Moulds Centre (KTDMC) (Karachi Tools Dies & Moulds Centre (KTDMC))**

The subject of procurement is: **Hiring of Contractors for Transportation Services**

Expected commencement date: **Friday, September 25, 2026**

BDS Clause Number 2

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P89218**

BDS Clause Number 3

JV/Consortium or Association Allowed: **Yes**
Number of JV/Consortium Members: **3**

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Monday, August 24, 2026

BDS Clause Number 5

Any addendum, in case issued, shall be published on **Karachi Tools Dies & Moulds Centre (KTDMC) (Karachi Tools Dies & Moulds Centre (KTDMC))** website and on **EPADS v2.0**.

BDS Clause Number 6

List of documents required along with the bid:

1. 1 The Applicant must be registered with Income Tax and Sales Tax Departments. Certificate of registration with Income Tax & Sales Tax required.
2. 2 The Applicant must be on Active Tax Payer List maintained by FBR. Verification shall be done using FBR Online Verification (Copy required)
3. 3 The Applicant must have the minimum (5) years of experience in providing similar services. Certificate of incorporation or certification of registration with FBR and Minimum 5 orders Copies of contracts or service orders issued by clients (One of them should be 5 year earlier)
4. 4 A signed and stamped undertaking is required by the applicants that their supply/services completely comply with all the requirements mentioned in the Schedule of Requirement. Duly Filled (Line # 03 and 04), signed and stamped Form of Bid. -If you do not fill this form, your bid will be rejected on this basis-
5. 5 The Applicant must not be blacklisted by any government or bi-lateral/multi-lateral financial institution/any organizations. Applicant Declaration on Stamp paper of 100 rupees required

BDS Clause Number 7

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed**.

BDS Clause Number 12

Currency of the Bids shall be : **PKR**

BDS Clause Number 13

The Bids/Bid Validity period shall be: **90 Days**

BDS Clause Number 14

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
The Bid Security shall be in the form of: **Pay Order**

BDS Clause Number 15

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90 days so the bid security shall be valid for 90+28 = 118 days.

BDS Clause Number 16

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

Sector 38, NC No.24 Korangi Creek, Industrial Park, Adjacent to PRL, Korangi Sub-Division, Korangi (District), Karachi (Division), Sindh (Province).

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Tuesday, September 1, 2026 02:30 PM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

The Bids opening shall take place on **EPADS v2.0**.

Day *:* ***Tuesday***

Date: ***Tuesday, September 1, 2026***

Time *:* ***03:00 PM***

BDS Clause Number 19

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20

The Performance guarantee shall: **0%**.

The Performance Guarantee shall be acceptable in the form of: **Nil**

21.

51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

Grievence against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

Bidder's Type	Required Registration
Any	NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) FBR (GSTN)

Eligibility Criteria	Document
1 The Applicant must be registered with Income Tax and Sales Tax Departments. Certificate of registration with Income Tax & Sales Tax required.	Yes
2 The Applicant must be on Active Tax Payer List maintained by FBR. Verification shall be done using FBR Online Verification (Copy required)	Yes
3 The Applicant must have the minimum (5) years of experience in providing similar services. Certificate of incorporation or certification of registration with FBR and Minimum 5 orders Copies of contracts or service orders issued by clients (One of them should be 5 year earlier)	Yes
4 A signed and stamped undertaking is required by the applicants that their supply/services completely comply with all the requirements mentioned in the Schedule of Requirement. Duly Filled (Line # 03 and 04), signed and stamped Form of Bid. -If you do not fill this form, your bid will be rejected on this basis-	Yes
5 The Applicant must not be blacklisted by any government or bi-lateral/multi-lateral financial institution/any organizations. Applicant Declaration on Stamp paper of 100 rupees required	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Hiring of Contractors for Transportation Services	**Address:** Sector 38, NC No.24 Korangi Creek, Industrial Park, Adjacent to PRL, Korangi Sub-Division, Korangi (District), Karachi (Division), Sindh (Province). **Schedule:** 360 **Quantity:** 1/job	1/job	200000 PKR

Related Services :

No

Services Specifications

Positions Without Lots :

Position: Hiring of Contractors for Transportation Services

Specifications / Requirements:

Hiring of Contractor for Transportation Services for the period of one year

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Scope of Work

Schedule of Requirements for Transportation Services

The Schedule of Requirements comprises of Table-A, Table – B, Table – C and scope of work for transportation services:

Table - A		
MASTER CHANGAN KARVAN 7-SEATER OR EQUIVALENT **WITHOUT AIR CONDITIONER**		
1	**Model of vehicle**	2015 or above
2	**Number of vehicle(s)**	01
3	**Vehicle Fuel Average**	Must be 10 km/liter or above

4	**Service required in a week**	5 or 6 days in week (as per requirement of KTDMC)
5	**Average running per day (Round trip)**	Approximately 90~100 kilometers
6	**Arrival at KTDMC**	The bidder is required to pick the designated staff of KTDMC up from the designated locations within Karachi and drop them at KTDMC at 8:45 a.m.
7	**Departure from KTDMC**	The bidder is required to pick the designated staff of KTDMC from KTDMC at 5:10 p.m. and drop them at the designation locations within Karachi.
8	**Delivery Schedule (Services)**	Within One week after signing of Contract.

Table - B

TOYOTA HIACE 14-SEATER OR EQUIVALENT **WITHOUT AIR CONDITIONER**		
1	**Model of vehicle**	1995 or above
2	**Number of vehicle(s)**	01
3	**Vehicle Fuel Average**	Must be 7 km/liter or above
4	**Service required in a week**	5 or 6 days in week (as per requirement of KTDMC)
5	**Average running per day (Round trip)**	Approximately 90~100 kilometers
6	**Arrival at KTDMC**	The bidder is required to pick the designated staff of KTDMC up from the designated locations within Karachi and drop them at KTDMC at 8:45 a.m.

7	**Departure from KTDMC**	The bidder is required to pick the designated staff of KTDMC from KTDMC at 5:10 p.m. and drop them at the designation locations within Karachi.
8	**Delivery Schedule (Services)**	Within One week after signing of Contract.

Table - C		
TOYOTA/MAZDA COASTER 30-SEATER OR EQUIVALENT **WITHOUT AIR CONDITIONER**		
1	**Model of vehicle**	1995 or above
2	**Number of vehicle(s)**	01
3	**Vehicle Fuel Average**	Must be 5 km/liter or above

4	**Service required in a week**	5 or 6 days in week (as per requirement of KTDMC)
5	**Average running per day (Round trip)**	Approximately 06~07 kilometers
6	**Arrival at KTDMC**	The bidder is required to pick the DAE students of KTDMC up from the designated location at Korangi Crossing and drop them at KTDMC at 9:30 a.m.
7	**Departure from KTDMC**	The bidder is required to pick the DAE students of KTDMC from KTDMC at 5:00 p.m. and drop them to the designated location at Korangi Crossing.
8	**Delivery Schedule (Services)**	Within One week after signing of Contract.

SCOPE OF WORK FOR TRANSPORTATION SERVICES

Karachi Tools, Dies & Moulds Centre (KTDMC) intends to procure Transportation Services for its employees and students located at Sector No. 38, NC No. 24, Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road, Karachi.

a) The vehicles provided by the Bidder shall be fully serviceable, roadworthy and in technically sound condition, with all glasses, seats, air-conditioning (where applicable) and upholstery in proper working condition, at the Bidder's own cost and risk. The Bidder shall provide a valid fitness certificate and all applicable registration documents for each vehicle. KTDMC reserves the right to inspect the vehicles at any time during the Contract period to ensure compliance with the required specifications.

b) Except for fuel, all costs and risks incidental to the transportation services, including maintenance, lubricants, tyres, repairs, registration, permits, insurance, taxes, driver's salaries and benefits, tolls, parking charges, accidents, penalties and all other operating expenses shall be borne by the Bidder.

c) KTDMC shall provide fuel through a **Pakistan State Oil (PSO) Fleet Card** for each vehicle.

The maximum monthly fuel entitlement shall be determined on the basis of:

- Estimated monthly travelling distance prescribed by KTDMC; and
- Minimum fuel efficiency requirement specified in the bidding documents for the respective vehicle category.
- Fuel shall be issued only up to the approved monthly entitlement. Any fuel consumption in excess of the approved entitlement shall be the sole responsibility of the Bidder.

d) The PSO Fleet Card shall be used exclusively for the vehicle against which it is issued and solely for official transportation services under this Contract. Any misuse, unauthorized use or fraudulent use of the Fleet Card shall constitute a material breach of the Contract and may result in recovery of the excess fuel cost, imposition of penalties, termination of the Contract and any other legal action deemed appropriate by KTDMC.

f) The drivers appointed by the Bidder shall be law-abiding Pakistani nationals, physically and mentally fit, cooperative, disciplined and courteous with the employees and students of KTDMC.

g) Prior to deployment, the Bidder shall submit copies of the valid CNIC, driving licence and medical fitness certificate of each driver. The medical fitness certificate shall be renewed and submitted to KTDMC every six months.

h) KTDMC reserves the right to change the pickup/drop timings, routes and travelling distance at any time according to its operational requirements. The Bidder shall comply with such changes without delay.

In case any vehicle reports late to KTDMC or departs late more than three (3) times in a calendar month, KTDMC may impose a penalty of **Rs. 5,000 per occurrence per vehicle**.

i) The Bidder shall not frequently change the deployed vehicles or drivers without the prior approval of KTDMC, except in cases of emergency or unavoidable circumstances.

j) KTDMC reserves the right to increase or decrease the number of vehicles during the Contract period according to its operational requirements.

k) The Bidder shall take all necessary precautions to prevent accidents and ensure safe transportation. In case of any accident, loss or damage arising from the operation of the vehicles, the Bidder shall be solely responsible for all legal and financial consequences.

Without prejudice to any other legal remedy, KTDMC shall have the right to recover any loss or damage to its property from the payments due to the Bidder.

l) In case of breakdown, accident or unavailability of any vehicle or driver, the Bidder shall immediately inform the Administration Department of KTDMC and arrange a suitable replacement vehicle of equivalent or higher specifications without any additional cost and without interruption of services.

If the Bidder fails to provide a replacement vehicle within a reasonable time, the Bidder shall reimburse the transportation expenses incurred by the affected employees or students.

m) KTDMC reserves the right to suspend the services of any vehicle, temporarily or permanently, according to its operational requirements. The Bidder shall not be entitled to claim any payment for the period during which the vehicle remains suspended.

n) The Bidder shall be paid only the **Fixed Service Charges** in accordance with the approved Price Schedule and the actual number of operational days during which the vehicle is utilized by KTDMC. No separate payment shall be admissible on account of fuel, fuel price escalation or fuel reimbursement.

o) KTDMC may require transportation services on weekly holidays, gazetted holidays or beyond normal working hours by giving prior notice. The Bidder shall provide such services on the same rates and terms and conditions applicable under the Contract.

p) The use or installation of LPG/CNG cylinders or any unauthorized fuel system in the vehicle shall not be permitted.

q) Drivers shall not smoke or consume any prohibited substance while on duty or inside the vehicle.

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

General Conditions of Contract

A. General

1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

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

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

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

7. **Effectiveness of Contract**

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

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

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

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

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

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

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**
The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

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

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**
The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**
Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

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

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

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

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

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

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

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

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

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

Special Conditions of Contract

SECTION VIII. 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 Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: Karachi Tools Dies & Moulds Centre (KTDMC) (Karachi Tools Dies & Moulds Centre (KTDMC)), Procurement Head Sector 38, NC No.24 Korangi Creek, Industrial Park, Adjacent to PRL, Korangi Sub-Division, Korangi (District), Karachi (Division), Sindh (Province).

The Supplier is:

The title of the subject procurement is:Hiring of Contractors for Transportation Services

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Karachi Tools Dies & Moulds Centre (KTDMC) (Karachi Tools Dies & Moulds Centre (KTDMC)), Procurement Head
Sector 38, NC No.24 Korangi Creek, Industrial Park, Adjacent to PRL, Korangi Sub-Division, Korangi (District), Karachi (Division), Sindh (Province).
+92-310-333-4330
ghulam.haider@ktdmc.com

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Karachi Tools Dies & Moulds Centre (KTDMC) (Karachi Tools Dies & Moulds Centre (KTDMC)), Procurement Head
Sector 38, NC No.24 Korangi Creek, Industrial Park, Adjacent to PRL, Korangi Sub-Division, Korangi (District), Karachi (Division), Sindh (Province).
+92-310-333-4330
ghulam.haider@ktdmc.com

For the Bidder:

Name: ………………………

Designation: ……………..

Address: ……………………………..

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be ………………….

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Services till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2**.**

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.01%** to **0.10%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 0% of the contract price in acceptable form of Nil

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause F

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause F

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

Each Vehicle Fitness Certificate required (Certificate from supplier)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier’s invoice showing Services description, quantity, unit price, and total amount;

Insurance Certificate of each vehicle (if mandatory from excise and taxation

Service delivery summary sheet issued by Procuring Agency

Number of GC Clause F 5 & 6

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard**.**

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties**.** The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute**.**

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties**.**

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P89218***

To: **Karachi Tools Dies & Moulds Centre (KTDMC) (Karachi Tools Dies & Moulds Centre (KTDMC)), Procurement Head Sector 38, NC No.24 Korangi Creek, Industrial Park, Adjacent to PRL, Korangi Sub-Division, Korangi (District), Karachi (Division), Sindh (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of __________ 20_____ between **Karachi Tools Dies & Moulds Centre (KTDMC) (Karachi Tools Dies & Moulds Centre (KTDMC)), Procurement Head Sector 38, NC No.24 Korangi Creek, Industrial Park, Adjacent to PRL, Korangi Sub-Division, Korangi (District), Karachi (Division), Sindh (Province).**

(hereinafter called “the Procuring Agency”) of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Hiring of Contractors for Transportation Services (*P89218*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract 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 Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

   1. This form of Contract;
   2. the Form of Bids and the Price Schedule submitted by the Bidder;
   3. the Schedule of Requirements;
   4. the Technical Specifications;
   5. the Special Conditions of Contract;
   6. the General Conditions of the Contract;
   7. the Procuring Agency’s Letter of Acceptance; and
   8. [*add here: any other documents*]

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 related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying 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 Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by ___________________the _________________ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

………………………………………………

Signed, sealed, delivered by ___________________the _________________ (for the Procuring Agency)

Witness to the signatures of the Bidder: ………………………………………………

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

Performance Guarantee Form

Performance Guarantee Form

To: **Karachi Tools Dies & Moulds Centre (KTDMC) (Karachi Tools Dies & Moulds Centre (KTDMC)), Procurement Head Sector 38, NC No.24 Korangi Creek, Industrial Park, Adjacent to PRL, Korangi Sub-Division, Korangi (District), Karachi (Division), Sindh (Province).**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods*(*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, 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 Bidder to be in default under the Contract and without cavil or argument, any sum or sums 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 the: *[insert date]*

Signature and seal of the Guarantors

____

[name of bank or financial institution]

[address]

[date}

Annexure

Bidding Documents

Information (Read-Only)

See Form Under Additional Forms and Documents: **Bidding Documents** (page number: 76)

Procurement Forms

Additional Forms and Documents

Bidding Documents

For

Hiring of Contractors for Transportation Services

Bid No. 156/KTDMC/2026-27

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I- **Invitation to Bids**

Section II- **Instructions to Bidders (ITB)**
This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. This Section contains provisions that are to be used without modifications.

Section III- **Bid Data Sheet (BDS)**
This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IV- **Eligible Countries**
This Section contains information regarding eligible countries.

Section V- **Schedule of Requirements**
This Section includes the details of specifications for the Services to be acquired.

Section VI- **Standard Forms**
This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of its Bid.

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII- **General Conditions of Contract (GCC)**
This Section includes the general clauses to be applied in all the contracts. This Section contains provisions that are to be used without modifications.

Section VIII- **Special Conditions of Contract (SCC)**
This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IX- **Contract Forms**
This Section contains forms which, once completed, will become part of the Contract. The forms for Performance Security will be submitted by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

Integrity Pact
The successful bidder shall be required to furnish Integrity Pact as per the attached format.

PART-A: BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS

REQUEST FOR BIDS
Bid No. 156/KTDMC/2026-27
For
Hiring of Contractors for Transportation Services.

Date: 16th August, 2026

1. This Invitation to Bids follows the Procurement Advertisement **(PA) No. 156/KTDMC/2026-27** for the subject hiring of Contractor Services which appeared in **Newspaper on dated 16th August, 2026.**

2. The Procuring Agency has reserved the funds for the procurement planned during the financial year 2026-27. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the **Hiring of Contractors for Transportation Services.**

3. The Procuring agency Karachi Tools, Dies and Moulds Centre (hereinafter called "KTDMC") invites electronic Bids (e-Bids) from eligible bidders/applicants (Service-providers/Contractors), registered in EPADS with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for provision of **Contract Services for Transportation Services.**

1. The bidding shall be conducted in line with the **Single Stage – One Envelop bidding procedure** of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders.

2. All bids must be accompanied by a Bid Security amounting to Pak Rupees, mentioned below in the shape of bank draft/pay order in the name of "**Karachi Tools, Dies & Moulds Centre**:

S. No.	Service	Bid Security "PKR"
1.	Transportation Service	Two Hundred Thousand Only (200,000/-)

4. The scanned copy of Bid Security should be uploaded via EPADS, while the original must be sent to the KTDMC Purchase Department at the address provided below. It is mandatory that the original Bid Security is received before the bid submission deadline. Non-receipt of original bid security before the bid submission deadline will lead to Rejection of Bid and Manual Bids, shall not be accepted.

5. Electronic bids prepared in accordance with the instruction provided in tender documents must be submitted by using EPADS on or before **1st September, 2026** at **2:30pm.** The bids will be opened promptly at **3:00pm** by using EPADS, thereafter in public and in the presence of bidders' representatives who choose to attend in the opening at the address given below.

Karachi Tools, Dies & Moulds Centre
Procurement Department
Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited,
Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan
Ph: (92-21) 35121888 & 35120499 – 500 | Website: www.ktdmc.com

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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

A. INTRODUCTION

1. Scope of Bid	1.1.	The Procuring Agency (PA), as indicated in the **Bid Data Sheet** (BDS) invites Bids for the provision of Services as specified in the BDS and **Section V - Schedule of Requirements**. The successful Bidders will be expected to deliver the services within the specified period and timeline(s) as stated in the **BDS**.
2. Source of Funds	2.1.	Source of funds is referred in Clause-2 of Invitation for Bids.
3. Eligible Bidders	3.1.	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. 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.
	3.2.	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
	3.3.	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4.	Any 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 if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
	3.5.	The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.6.	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to

		the procuring agency along with their bid, however, the final award will be subject to the complete registration process.
	3.7.	A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders 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 in the past, 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 for the hiring of the services to be acquired under this Invitation for Bids. 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 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 f) Submit more than one Bid in this Bidding process.
	3.8.	A Bidder may be ineligible if: a) he 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 instituted 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 blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

		f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	3.9.	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.
	3.10.	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.
4. Eligible Related Services	4.1.	All Related Services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such services. For purpose of this Bid, ineligible countries are stated in the section-4 titled as "Eligible Countries".
	4.2.	For purposes of this Clause, "origin" means the place where the services are mined, grown, cultivated, produced, or processed, procession, other commercially recognized article results that differ substantially in its basic characteristics from its imported components or the place from where the related services are/to be provided.
	4.3.	If so, required in the BDS, the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the services to deliver in Pakistan, the services indicated in its Bid.
5. One Bid per Bidder	5.1.	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.
6. Cost of Bidding	6.1.	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

7. Contents of Bidding Documents	7.1.	The services required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with addenda issued, if any, in accordance with ITB 9.2 include: **Section I -** Invitation to Bids **Section II -** Instructions to Bidders (ITBs) **Section III -** Bid Data Sheet (BDS) **Section IV -** Eligible Countries **Section V -** Schedule of Requirements **Section VI -** Forms – Bid **Section VII -** General Conditions of Contract (GCC) **Section VIII -** Special Conditions **Section IX -** Contract Forms
	7.2.	The number of copies to be completed and returned with the Bid is specified in the **BDS.**

	7.3.	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 the pdf version downloaded from the website of the Procuring Agency.
	7.4.	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
8. Clarification of Bidding Documents	8.1.	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS.**
	8.2.	The Procuring Agency will within three (3) 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 three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 22.1. However, this clause shall not apply in case of alternate methods of Procurement.
	8.3.	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website.
	8.4.	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 9.
	8.5.	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.
	8.6.	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 who have obtained the Bidding Documents. 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 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
9. Amendment of Bidding	9.1.	Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in

Documents		response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
	9.2.	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	9.3.	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids.

C. PREPARATION OF BIDS

10. Language of Bid	10.1.	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern.
11. Documents and Sample(s) Constituting the Bid	11.1.	The Bid prepared by the Bidder shall constitute the following components: - a) Form of Bid and Bid Prices completed in accordance with **ITB 14 and 15;** b) Details of the Sample(s) where applicable and requested in the BDS. c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with ITB 12 that the Related Services to be supplied by the Bidder are eligible services, and conform to the Bidding Documents; e) Bid security furnished in accordance with ITB 18; f) Power of Attorney authorizing the signatory of the Bidder to submit the bid; and g) Any other document required in the BDS.
	11.2.	Where a sample(s) is required by a procuring agency, the sample shall be:

		a) submitted as part of the 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 bids; and d) evaluated to determine compliance with all characteristics listed in the BDS.
	11.3.	The Procuring Agency shall retain the sample(s) of the successful Bidder. A Procuring Agency shall reject the 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.
	11.4.	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
	11.5.	All samples produced from materials belonging to an unsuccessful Bidder shall 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).
12. Documents Establishing Eligibility of Related Services and Conformity to Bidding Documents	12.1.	Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all Related Services which the Bidder proposes to deliver.
	12.2.	The documentary evidence of conformity of the Related Services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the essential schedule of requirements and performance characteristics of the Services; b) an item-by-item commentary on the Procuring Agency's Schedule of requirement demonstrating substantial responsiveness of the Services to those requirements, or a statement of deviations and exceptions to the provisions of the Schedule of requirement. c) any other procurement specific documentation requirement as stated in the BDS
	12.3.	For purposes of the commentary to be furnished pursuant to ITB 12.2(c) above, 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 Schedule of requirements, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Schedule of requirements.

	12.4.	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. Documents Establishing Eligibility and Qualification of the Bidder	13.1.	Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2.	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	13.3.	The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that: a) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS. b) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Schedule of requirement. c) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Form of Bid	14.1.	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1.	The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the Services, it proposes to supply under the contract.
	15.2.	A bidder may bid for one or more or all items stated in the Schedule of Requirements.
	15.3.	Prices indicated on the Price Schedule shall be delivered duty paid (DDP), inclusive of all cost's incidental to delivery at KTDMC.
	15.4.	Any or all the items, a bidder offers to supply, must be listed and priced separately in the Price Schedule(s).
	15.5.	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 27.
16. Bid Currencies	16.1.	Prices shall be quoted in Pakistan Rupees, unless otherwise specified in the BDS.
17. Bid Validity Period	17.1.	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid

		validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security.
	17.2.	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security for the period of the extension, and in compliance with ITB 18 in all respects.
18. Bid Security	18.1.	Pursuant to ITB 11, the Bidder shall furnish as part of its Bid, a Bid Security in form and amount specified in the BDS.
	18.2.	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 18.7.
	18.3.	The Bid Security shall be denominated in Pakistani Rupees and shall be in form of bank draft/pay order in the name of the Karachi Tools, Dies & Moulds Centre.
	18.4.	Any Bid not accompanied by a Bid Security in accordance with ITB 18.1 or 18.3 shall be rejected by the Procuring Agency as non- responsive, pursuant to ITB 27
	18.5.	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 17. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest: a) the expiry of the Bid Security; b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents; c) the rejection by the Procuring Agency of all Bids; d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Biding documents stipulate that no such withdrawal is permitted.
	18.6.	The successful Bidder's Bid Security will be discharged upon the Bidder furnishing the performance security (or guarantee), pursuant to ITB 39.
	18.7.	The Bid Security may be forfeited: a) if a Bidder: i. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or

		ii. does not accept the correction of errors pursuant to ITB 29.3; or in the case of a successful Bidder, if the Bidder fails: i. to sign the contract in accordance with ITB 38; or ii. to furnish performance security (or guarantee) in accordance with ITB 39.
19. Withdrawal, Substitution, and Modification of Bids	19.1.	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	19.2.	Bids requested to be withdrawn in accordance with ITB19.1 shall be returned unopened to the Bidders.
20. Format and Signing of Bid	20.1.	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2.	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	20.3.	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder

D. SUBMISSION OF BIDS

21. Sealing and Marking of Bids	21.1.	Each bid shall comprise one single envelope containing, separately, financial proposal and technical proposal (if any). The bids shall be submitted in a sealed package or packages in such manner that the contents are fully enclosed and cannot be known until duly opened.
	21.2.	The envelope shall: a) be addressed to the Procuring Agency at the address given in the BDS; and b) bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS, the Invitation to Bids (ITB) title and number indicated in the BDS, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the BDS, pursuant to ITB 22.1.
22. Deadline for Submission of Bids	22.1.	Bids shall be received by the Procuring Agency no later than the date and time specified in the BDS.
	22.2.	The Procuring Agency may, in exceptional circumstances and

		at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
23. Late Bids	23.1.	The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22.
	23.2.	Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
24. Withdrawal of Bids	24.1.	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.
	24.2.	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 21

E. OPENING AND EVALUATION OF BIDS

25. Opening of Bids	25.1.	The Procuring Agency shall open all 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 as proof of their attendance.
	25.2.	The bidders' names, bid modifications or withdrawal, bid prices, the total amount of each Bid, the presence or absence of Bid Security, and such other details as the Procuring Agency may consider appropriate, will be announced by the Procuring Agency.
	25.3.	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 23.
	25.4.	The Procuring Agency shall prepare minutes of the Bid opening.
	25.5.	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.
26. Confidentiality	26.1.	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.
	26.2.	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
	26.3.	Notwithstanding ITB 26.2 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 or in electronic forms that provides record of the content of communication.
27. Clarification of Bids	27.1.	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	27.2.	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. The correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB 30.
	27.3.	The alteration or modification in THE BID which in any effect 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
	27.4.	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 Bid it should do so in writing or in electronic forms that provide record of the content of communication.
28. Preliminary Examination of Bids	28.1.	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: a) meets the eligibility criteria defined in ITB 3 and ITB 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 substantially 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.
	28.2.	A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: - a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or

		the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	28.3.	The Procuring Agency will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected
	28.4.	The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to – a) Furnish required information concerning the number of its employees; b) the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.
	28.5.	If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
29. Examination of Terms and Conditions; Technical Evaluation	29.1.	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.
	29.2.	The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with ITB 21, to confirm that all requirements specified in Section V – Schedule of Requirements of the Bidding Documents have been met without material deviation or reservation.
	29.3.	If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with ITB 28, it shall reject the Bid.
30. Correction of	30.1.	Bids determined to be substantially responsive will be

Errors		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.
	30.2.	The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, 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 18.7.
31. Evaluation of Bids	31.1.	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 28.
	31.2.	In evaluating each item included in the Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Schedule of Requirements.
	31.3.	The Procuring Agency's evaluation of a bid will be on delivered duty paid (DDP) price, inclusive of the costs (freight, handling, insurance, customs, duties, taxes, loading/ unloading, etc.) incidental to delivery, at KTDMC, the bidder proposes to deliver under the contract.
32. Domestic Preference	32.1.	If the BDS so specifies, the Procuring Agency will grant a margin of preference to certain Services in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
33. Determination of Most Advantageous Bid	33.1.	The Procuring Agency shall adopt the Least-Cost Selection i.e., the bid with the lowest evaluated price for each item separately, the bidder proposes to deliver under the contract, among those bids which are substantially responsive and accordance with the schedule of requirements to determine the most advantageous bid, for each item individually.

F. AWARD OF CONTRACT

34. Criteria of Award	34.1.	The Procuring Agency will award the Contract to the Bidder(s) whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder(s), provided that such Bidder has been determined to be: a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and
35. Procuring Agency's Right to reject All Bids	35.1.	Notwithstanding ITB 34, the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders.
	35.2.	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	35.3.	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
36. Procuring Agency's Right to Vary Quantities at the Time of Award	36.1.	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
37. Notification of Award	37.1.	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	37.2.	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication.
	37.3.	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with ITB 39 and signing of the contract in accordance with ITB 38.2.
	37.4.	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to ITB 39, the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security of the Bidders pursuant to ITB 18.5.
38. Signing of Contract	38.1.	Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	38.2.	Immediately after the Redressal of grievance by the GRC, if any, and after fulfillment of all condition's precedent of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.

	38.3.	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
39. Performance Security (or Guarantee)	39.1.	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	39.2.	The Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS.
	39.3.	Failure of the successful Bidder to comply with the requirement of ITB 39.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
40. Arbitrator	40.1.	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
41. Corrupt & Fraudulent Practices	41.1.	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

42. Constitution of Grievance Redressal	42.1.	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist, depending the nature of the procurement.
43. GRC Procedure	43.1.	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	43.2.	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of evaluation report and five days after issuance of final evaluation report.
	43.3.	In case, the complaint is filed against the evaluation report, the GRC shall suspend the procurement proceedings.
	43.4.	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on 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 envelops bidding procedure is adopted.
	43.5.	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	43.6.	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	43.7.	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
	43.8.	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
	43.9.	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	43.10.	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final

H. MECHANISM OF BLACKLISTING

44. Mechanism of Blacklisting	44.1.	The Mechanism of Blacklisting shall be in accordance with the Public Procurement Rules, 2004, including rule 19 of the rules.

SECTION III: BID DATA SHEET

Bid Data Sheet (BDS)

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

A. Introduction

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	1.1	Name of Procuring Agency : **Karachi Tools, Dies & Moulds Centre** The subject of procurement is: : **Hiring of Contractors for Transportation Services.** Period for delivery of Services: : **12 Month** **The agreement will stand expired after completion of one year from the date of its commencement; however, it may be extended for second year with mutual consent of both the parties.** Commencement date for delivery of Services: : **After signing of contract in accordance with the schedule of requirement.**
2.	2.1	Financial year for the operations of the Procuring Agency : **For the year of 2026-27 & 2027-28** Name of financing institution : **Karachi Tools, Dies & Moulds Centre** Name and identification number of the Contract: : **Hiring of Contractors for Transportation Services.** **Reference # 156/KTDMC/2026-27**
3.	3.1	Maximum number of members in the joint venture, consortium or association shall be: **Three (03)**
4.	4.1	Ineligible country(s) are: **Refer Section-IV**
5.	4.3	Demonstration of authorization by manufacturer: **In accordance with the Schedule of Requirements.**

B. Bidding Documents

6.	**7.2**	The number of documents to be completed and returned is **one set of copy.**

7.	8.1	The address for clarification of Bidding Documents is: **Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan**
	8.5	Pre-bid meeting **will not be held.**

C. Preparation of Bids

8.	10.1	The Language of all correspondences and documents related to the Bid is: **English and Urdu**
9.	11.1 (b)	Detail of sample(s)/specification to be submitted with the Bid: **In accordance with the Schedule of Requirements.**
10.	13.3	The qualification criteria required from Bidders in ITB 13.3 and shall meet the criteria listed at **Form 3: Form of Qualification Information**
11.	15.3	**Prices indicated on the Price Schedule shall be delivered duty paid (DDP), inclusive of all cost's incidental to delivery at KTDMC.**
12.	15.5	**The price shall be fixed.**
13.	16.1	Prices shall be quoted in **Pakistan Rupees.**
14.	17.1	The Bid Validity period shall be **90 Days.**
15.	18.1	The amount of Bid Security shall be**:** **S. No.** / **Service** / **Bid Security "PKR"** 1. / Transportation Service / Two Hundred Thousand Only (200,000/-) The currency of the Bid Security shall be: **Pakistan Rupees** Indicate whether Bid Securing Declaration is applicable: **NO**
16.	18.3	The Bid Security shall be in the form of **bank draft/pay order in the name of "Karachi Tools, Dies & Moulds Centre".**
17.	20.2	Written confirmations of authorization are: **General Power of Attorney must be submitted.**

D. Submission of Bids

18.	21.2 (a)	Bid shall be submitted **Karachi Tools, Dies & Moulds Centre** **Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan** Street address: **Sector no 38, Adjacent to Pakistan Refinery Limited** Building/Plot No. **NC No24, Korangi Creek Industrial Park, Korangi Creek Road** Floor/Room No.: **Board Room** City/Town: **Karachi, Pakistan**

19.	21.2 (b)	Title name: **Hiring of Contractors for Transportation Services.** ITB Title No: **156/KTDMC/2026-27** Time and date for submission: **1st September, 2026 till 2:30 pm.**
20.	22.1	Bear the words, **"DO NOT OPEN BEFORE"** Time and date for submission: **1st September, 2026 till 2:30 pm.**
21.	23.1	The deadline for Bid submission is a) Day: **Tuesday** b) Date: **1st September, 2026** c) Time: **2:30 pm**

E. Opening and Evaluation of Bids

22.	25.1	The Bid opening shall take place at: **Karachi Tools, Dies & Moulds Centre** Street address: **Sector no 38, Adjacent to Pakistan Refinery Limited** Building/Plot No.: **NC No24, Korangi Creek Industrial Park, Korangi Creek Road** Floor/Room No: **Board Room (KTDMC)** City/Town: **Karachi** Country: **Pakistan** a) Day: **Tuesday** b) Date: **1st September, 2026** c) Time: **3:00 pm**
23.	33.1	**Evaluation Techniques** **Least Cost Based Selection (LCBS)** The Procuring Agency shall adopt the Least-Cost Selection i.e., the bid with the lowest evaluated price for each service, the bidder proposes to deliver under the contract, among those bids which are substantially responsive and accordance with the schedule of requirements, to determine the most advantageous bid.

F. Award of Contract

24.	39.1	The Performance Security (or guarantee), valid for 12 months, shall be: **S. No.** | **Service** | **Performance Guarantee "PKR"** 1. | Transportation Service | Four Hundred Thousand Only (400,000/-)
25.	39.2	The Performance Security (or guarantee) shall be in the form of: **Pay-Order or Bank Guarantee.**

26.	40.1	Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

27.	42.1	The address of the Procuring Agency **Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan**
28.	43.6	The Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254

SECTION IV. Eligible Countries

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

- India
- Israel

Ministry of Interior, Government of Pakistan has notified List of Business-Friendly Countries (BVL), information can be accessed through following link:

http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L

SECTION V: SCHEDULE OF REQUIREMENTS

The schedule of requirement comprises of the following services. The bidder may bid for require services, mentioned below:

- **Schedule of Requirement for Transportations Services**

Schedule of Requirements for Transportation Services

The Schedule of Requirements comprises of Table-A, Table – B, Table – C and scope of work for transportation services:

Table - A		
MASTER CHANGAN KARVAN 7-SEATER OR EQUIVALENT WITHOUT AIR CONDITIONER		
1.	**Model of vehicle**	2015 or above
2.	**Number of vehicle(s)**	01
3.	**Vehicle Fuel Average**	Must be 10 km/liter or above
4.	**Service required in a week**	5 or 6 days in week (as per requirement of KTDMC)
5.	**Average running per day (Round trip)**	Approximately 90~100 kilometers
6.	**Arrival at KTDMC**	The bidder is required to pick the designated staff of KTDMC up from the designated locations within Karachi and drop them at KTDMC at 8:45 a.m.
7.	**Departure from KTDMC**	The bidder is required to pick the designated staff of KTDMC from KTDMC at 5:10 p.m. and drop them at the designation locations within Karachi.
8.	**Delivery Schedule (Services)**	Within One week after signing of Contract.

Table - B		
TOYOTA HIACE 14-SEATER OR EQUIVALENT WITHOUT AIR CONDITIONER		
1.	**Model of vehicle**	1995 or above
2.	**Number of vehicle(s)**	01
3.	**Vehicle Fuel Average**	Must be 7 km/liter or above
4.	**Service required in a week**	5 or 6 days in week (as per requirement of KTDMC)
5.	**Average running per day (Round trip)**	Approximately 90~100 kilometers

6.	**Arrival at KTDMC**	The bidder is required to pick the designated staff of KTDMC up from the designated locations within Karachi and drop them at KTDMC at 8:45 a.m.
7.	**Departure from KTDMC**	The bidder is required to pick the designated staff of KTDMC from KTDMC at 5:10 p.m. and drop them at the designation locations within Karachi.
8.	**Delivery Schedule (Services)**	Within One week after signing of Contract.

Table - C		
TOYOTA/MAZDA COASTER 30-SEATER OR EQUIVALENT WITHOUT AIR CONDITIONER		
1.	**Model of vehicle**	1995 or above
2.	**Number of vehicle(s)**	01
3.	**Vehicle Fuel Average**	Must be 5 km/liter or above
4.	**Service required in a week**	5 or 6 days in week (as per requirement of KTDMC)
5.	**Average running per day (Round trip)**	Approximately 06~07 kilometers
6.	**Arrival at KTDMC**	The bidder is required to pick the DAE students of KTDMC up from the designated location at Korangi Crossing and drop them at KTDMC at 9:30 a.m.
7.	**Departure from KTDMC**	The bidder is required to pick the DAE students of KTDMC from KTDMC at 5:00 p.m. and drop them to the designated location at Korangi Crossing.
8.	**Delivery Schedule (Services)**	Within One week after signing of Contract.

SCOPE OF WORK FOR TRANSPORTATION SERVICES

Karachi Tools, Dies & Moulds Centre (KTDMC) intends to procure Transportation Services for its employees and students located at Sector No. 38, NC No. 24, Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road, Karachi.

a) The vehicles provided by the Bidder shall be fully serviceable, roadworthy and in technically sound condition, with all glasses, seats, air-conditioning (where applicable) and upholstery in proper working condition, at the Bidder's own cost and risk. The Bidder shall provide a valid fitness certificate and all applicable registration documents for each vehicle. KTDMC reserves the right to inspect the vehicles at any time during the Contract period to ensure compliance with the required specifications.

b) Except for fuel, all costs and risks incidental to the transportation services, including maintenance, lubricants, tyres, repairs, registration, permits, insurance, taxes, driver's salaries and benefits, tolls, parking charges, accidents, penalties and all other operating expenses shall be borne by the Bidder.

c) KTDMC shall provide fuel through a **Pakistan State Oil (PSO) Fleet Card** for each vehicle.

The maximum monthly fuel entitlement shall be determined on the basis of:

- Estimated monthly travelling distance prescribed by KTDMC; and
- Minimum fuel efficiency requirement specified in the bidding documents for the respective vehicle category.
- Fuel shall be issued only up to the approved monthly entitlement. Any fuel consumption in excess of the approved entitlement shall be the sole responsibility of the Bidder.

d) The PSO Fleet Card shall be used exclusively for the vehicle against which it is issued and solely for official transportation services under this Contract. Any misuse, unauthorized use or fraudulent use of the Fleet Card shall constitute a material breach of the Contract and may result in recovery of the excess fuel cost, imposition of penalties, termination of the Contract and any other legal action deemed appropriate by KTDMC.

f) The drivers appointed by the Bidder shall be law-abiding Pakistani nationals, physically and mentally fit, cooperative, disciplined and courteous with the employees and students of KTDMC.

g) Prior to deployment, the Bidder shall submit copies of the valid CNIC, driving licence and medical fitness certificate of each driver. The medical fitness certificate shall be renewed and submitted to KTDMC every six months.

h) KTDMC reserves the right to change the pickup/drop timings, routes and travelling distance at any time according to its operational requirements. The Bidder shall comply with such changes without delay.

In case any vehicle reports late to KTDMC or departs late more than three (3) times in a calendar month, KTDMC may impose a penalty of **Rs. 5,000 per occurrence per vehicle**.

i) The Bidder shall not frequently change the deployed vehicles or drivers without the prior approval of KTDMC, except in cases of emergency or unavoidable circumstances.

j) KTDMC reserves the right to increase or decrease the number of vehicles during the Contract period according to its operational requirements.

k) The Bidder shall take all necessary precautions to prevent accidents and ensure safe transportation. In case of any accident, loss or damage arising from the operation of the vehicles, the Bidder shall be solely responsible for all legal and financial consequences.

Without prejudice to any other legal remedy, KTDMC shall have the right to recover any loss or damage to its property from the payments due to the Bidder.

l) In case of breakdown, accident or unavailability of any vehicle or driver, the Bidder shall immediately inform the Administration Department of KTDMC and arrange a suitable replacement vehicle of equivalent or higher specifications without any additional cost and without interruption of services.

If the Bidder fails to provide a replacement vehicle within a reasonable time, the Bidder shall reimburse the transportation expenses incurred by the affected employees or students.

m) KTDMC reserves the right to suspend the services of any vehicle, temporarily or permanently, according to its operational requirements. The Bidder shall not be entitled to claim any payment for the period during which the vehicle remains suspended.

n) The Bidder shall be paid only the **Fixed Service Charges** in accordance with the approved Price Schedule and the actual number of operational days during which the vehicle is utilized by KTDMC. No separate payment shall be admissible on account of fuel, fuel price escalation or fuel reimbursement.

o) KTDMC may require transportation services on weekly holidays, gazetted holidays or beyond normal working hours by giving prior notice. The Bidder shall provide such services on the same rates and terms and conditions applicable under the Contract.

p) The use or installation of LPG/CNG cylinders or any unauthorized fuel system in the vehicle shall not be permitted.

q) Drivers shall not smoke or consume any prohibited substance while on duty or inside the vehicle.

SECTION VI: STANDARD FORMS

Form 1:	Form of Bid
Form 2:	Price Schedules
Form 3:	Form of Qualification Information
Form 4:	Letter of Acceptance

Form 1: Form of Bid

Date: _______________

To: 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 deliver [______________________**Description of goods and services**] in conformity with the said Bidding Documents for the sum of [____________________**Total Bid Amount in words and figures]** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirming [insert the name of the Appointing Authority], to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITB Clause 40.1

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

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have conflict of interest with reference to ITB Clause 3.7.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

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

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

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 3 of the Bidding Documents

Dated this ____________ day of________20_____ .

(Name)__________________________________ [Signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of ________________________________

Form 2: Price Schedule

The price schedule comprises of the following services. The bidder may bid for require services, mentioned below:

- **Price Schedule for Transportations Services**

Price Schedule for Transportations Services

Name of Bidder ……………………………….………… Bid Number ……………………………………

The Bidder shall fill the Price Schedule furnished in the bidding documents for each category of vehicle it proposes to provide under the Contract.
Prices quoted by the Bidder shall be **inclusive of all costs, duties, taxes, levies, insurance, maintenance, repairs, driver's salary, registration, permits, overheads, profit and all other incidental expenses except fuel**, which shall be provided by the Procuring Agency through a **PSO Fleet Card**.

Required Vehicles	**A**	**B**	**C**	**D = C ÷ B**	**E**	**F = A × E**
	Fixed Service Charges (PKR/Month)	**Minimum Fuel Efficiency Requirement** (KM/Ltr.)	**Estimated Distance** (KM/Month)	**Maximum Monthly Fuel Entitlement** (Ltr. /Month)	**Contract Period** (Months)	**Annual Service Charges** (PKR/Year)
Master Changan Karvan 7-Seater or Equivalent *(Minimum Fuel Efficiency: 10 KM/Ltr.)* – Average Distance 100 KM/Day		**10**	**2200**	**220**	**12**	
Toyota Hiace 14-Seater or Equivalent *(Minimum Fuel Efficiency: 7 KM/Ltr.)* – Average Distance 100 KM/Day		**7**	**2200**	**314**	**12**	
Toyota/Mazda Coaster 30-Seater or Equivalent *(Minimum Fuel Efficiency: 5 KM/Ltr.)* – Average Distance 7 KM/Day		**5**	**154**	**31**	**12**	
Estimated Bid Value (Excluding Tax) PKR						
Add: Applicable Taxes (For the Year) PKR						
Estimated Total Bid Value (Including Tax) PKR						

Notes:

A. The **Fixed Service Charges (Column A)** quoted by the Bidder shall remain firm and fixed throughout the Contract period and shall not be subject to any escalation or variation on any account.

B. The **Minimum Fuel Efficiency Requirement (Column B)** represents the minimum fuel efficiency prescribed by the Procuring Agency for each category of vehicle. The vehicle offered by the Bidder shall meet or exceed the prescribed minimum fuel efficiency throughout the Contract period. The Procuring Agency reserves the right to verify the fuel efficiency of the vehicle at any stage during the Contract period.

C. The **Estimated Distance (Column C)** has been calculated by multiplying the estimated daily travel distance by **22 working days** in a month and is provided solely for determining the maximum monthly fuel entitlement.

D. The **Maximum Monthly Fuel Entitlement (Column D)** shall be calculated as follows:

Maximum Monthly Fuel Entitlement (Liter's) = Estimated Distance (KM/Month) ÷ Minimum Fuel Efficiency Requirement (KM/Ltr.)

This quantity represents the **maximum quantity of fuel** that may be issued by the Procuring Agency through the PSO Fleet Card for the respective vehicle.

E. The Procuring Agency shall provide fuel to the successful Bidder through a **Pakistan State Oil (PSO) Fleet Card**. Payment for fuel issued through the Fleet Card shall be made directly by the Procuring Agency to PSO.

F. The Bidder shall **not include any fuel cost** in the quoted Fixed Service Charges and shall **not claim any reimbursement, escalation or compensation** on account of fuel prices during the Contract period.

G. Fuel shall be issued only up to the **Maximum Monthly Fuel Entitlement** specified in Column (D). Any fuel consumed in excess of the prescribed monthly entitlement shall be borne entirely by the Bidder and shall not be reimbursed by the Procuring Agency.

H. The **Annual Service Charges (Column F)** shall be calculated by multiplying the Monthly Fixed Service Charges (Column A) by the Contract Period (Column E).

I. The successful Bidder shall submit a monthly invoice only for the **Fixed Service Charges**. Fuel shall be provided separately by the Procuring Agency through the PSO Fleet Card in accordance with the terms and conditions of the Contract.

J. The Bidder shall quote prices strictly in accordance with the Schedule of Requirements and Specifications provided in the bidding documents. Any offer not conforming to the prescribed specifications may be rejected.

Name ………………………………………………………… In the capacity of ………………………………………. Signature of Bidder:

Duly authorized to sign the Bid for and on behalf of ……………………………………………………………… Dated on ………………………………. day of …………………………. 20 ……………

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Form 3: Form of Qualification Information

Individual Bidders or Individual Members of Joint Ventures

Constitution or legal status of Bidder: [attach copy]

Place of registration: [insert]

Principal place of business: [insert]

Power of attorney of signatory of Bid: [attach]

The Transportation service provider must meet the following criteria

Sr. No.	Requirements	Supporting Evidence	Evidence attached (Yes / No)
1	The Applicant must be registered with Income Tax and Sales Tax Departments.	Certificate of registration with Income Tax & Sales Tax required.	
2	The Applicant must be on Active Tax Payer List maintained by FBR.	Verification shall be done using FBR Online Verification (Copy required)	
3	The Applicant must have the minimum (5) years of experience in providing similar services.	Certificate of incorporation or certification of registration with FBR and Minimum 5 orders Copies of contracts or service orders issued by clients (One of them should be 5 year earlier)	
4	A signed and stamped undertaking is required by the applicants that their supply/services completely comply with all the requirements mentioned in the Schedule of Requirement.	Duly **Filled** *(Line # 03 and 04)*, signed and stamped Form of Bid. -*If you do not fill this form, your bid will be rejected on this basis*-	
5	The Applicant must not be blacklisted by any government or bi-lateral/multi-lateral financial institution/any organizations.	Applicant Declaration on Stamp paper of 100 rupees required	

We, the undersigned declare that the information contained in and attached to this form is true and accurate as of the date of bid submission

Authorized Signature: ______________________

Name and Title of Signatory: ______________________

Name of Bidder: ______________________

Address: ______________________

____

Form 4: Letter of Acceptance

[Letter head paper of the Procuring Agency]

Date: _________________ [dd/mm/yyyy]

To: [name and address of the Supplier]

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

We hereby confirm [insert the name of the Appointing Authority], to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with ITB 40.1.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

You are hereby required to furnish the Performance Guarantee/Security in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

Authorized Signature: ___________________________________

Name and Title of Signatory: ______________________________

Name of Agency: _______________________________________

Attachment: Contract

Copy: Appointing Authority and Supplier

PART-B: CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT (GCC)

GENERAL CONDITIONS OF THE CONTRACT (GCC)

Definitions

1.	Definitions	1.1.	The following words and expressions shall have the meanings hereby assigned to them:	
			(a)	"Authority" means Public Procurement Regulatory Authority.
			(b)	The "Arbitrator" is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 18 hereunder.
			(c)	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.
			(d)	The "Commencement Date" is the date when the Supplier shall commence execution of the contract as specified in the SCC.
			(e)	"Completion" means the execution of the Contract by the Supplier in accordance with the terms and conditions set forth in the contract.
			(f)	The "Contract Rate" is the rate/price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
			(g)	"Defective Goods or Services" are those goods or services which are below standards, requirements or specifications stated by the Contract.
			(h)	"Delivery" means the transfer of the goods from the supplier of equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.
			(i)	"Procuring Agency" means the person named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the Related service, as named in SCC.
			(j)	"GCC" mean the General Conditions of Contract contained in this section.
			(k)	"SCC" means the Special Conditions of Contract.
			(l)	"Supplier" means the individual private or government entity or a combination of the above that's Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.
			(m)	"Title Name" means the name of the title stated in SCC.
			(n)	"Day" means calendar day.

			(o)	“Eligible Country" means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
			(p)	“Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
			(q)	“Specification” means the Specification of their Services and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.
			(r)	The “Supplier's Bid” is the completed Bid document submitted by the Supplier to the Procuring Agency.
Application and interpretation				
2.	Application and interpretation	2.1.	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.	
		2.2.	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.	
		2.3.	The documents forming the Contract shall be interpreted in the following order of priority: (1) Form of Contract,	

			(2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Specifications (6) Contractor's Bid, and (7) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
Governing Language			
3.	Governing Language	3.1.	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC.
Applicable Law			
4.	Applicable Law	4.1.	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
Standards			
5.	Standards	5.1.	The Services provide under this Contract shall conform to the standards mentioned in the Schedule of requirements.
Patent and Copy Rights			
6.	Patent and Copy Rights	6.1.	The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of their Services or any part thereof in Pakistan.
		6.2.	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
Performance Security (or Guarantee)			
7.	Performance Security (or Guarantee)	7.1.	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.
		7.2.	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		7.3.	The Performance Security (or guarantee) shall be in the form of Pay-Order or Bank Guarantee.
		7.4.	The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the

			Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract.
Payment			
8.	Payment	8.1.	Upon of the delivery of their Services, payments shall be made promptly by the Procuring Agency, within fifteen (15) days after submission of an invoice, in Pakistan Rupees.
		8.2.	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Service delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.
		8.3.	The currency of payment shall Pakistan Rupees.
Prices			
9.	Prices	9.1.	Prices indicated on the Price Schedule shall be delivered duty paid (DDP), inclusive of all cost's incidental to delivery at KTDMC.
Contract Amendments			
10.	Contract Amendments	10.1.	Subject to GCC Clause 9, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
Delays in the Supplier's Performance			
11.	Delays in the Supplier's Performance	11.1.	Delivery of their Services and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
		11.2.	If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of their Services and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		11.3.	Except as provided under GCC Clause 14, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 12, unless an extension of time is agreed upon pursuant to GCC Clause 11.2 without the application of liquidated damages.
Liquidated Damages			
12.	Liquidated	12.1.	Subject to GCC Clause 14, if the Supplier fails to deliver

	Damages		any or all of their Services or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of their delayed Services or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 13.
Termination for Default			
13.	Termination for Default	13.1.	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		13.2.	Fundamental breaches of Contract shall include, but shall not be limited to the following:
			(a) the Supplier fails to deliver any or all of their Services within the period(s) specified in the Contract
			(b) the Supplier fails to perform any other obligation(s) under the Contract;
			(c) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC;
			(d) The supplier has abandoned or repudiated the contract.
			(e) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
			(f) the Procuring Agency gives Notice that their Services delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
			(g) If the Procuring Agency determines, based on the reasonable evidence that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
			For the purpose of this clause:
			"Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.
		13.3.	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause

			12.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
Termination for Force Majeure			
14.	Termination for Force Majeure	14.1.	Notwithstanding the provisions of GCC Clauses 11, 12, and 13, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, **''Force Majeure''** means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent
		14.2.	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier 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.
Termination for Insolvency			
15.	Termination for Insolvency	15.1.	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, 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.

Termination for Convenience				
16.	Termination for Convenience	16.1.	The Procuring Agency, by written notice sent to the Supplier, 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 Contract is terminated, and the date upon which such termination becomes effective.	
		16.2.	Their Services that are complete and ready for deliver within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Services, the Procuring Agency may elect:	
			(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 Supplier an agreed amount for partially Service completed and their previous service provide by the Supplier.
Disputes Resolution				
17.	Disputes Resolution	17.1.	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.	
		17.2.	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.	
Procedure for Disputes Resolution				
18.	Procedure for Disputes Resolution	18.1.	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC.	
		18.2.	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.	
Replacement of Arbitrator				
19.	Replacement of Arbitrator	19.1.	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.	
Notices				
20.	Notices	20.1.	Any notice given by one party to the other pursuant to	

			this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
		20.2.	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
Taxes and Duties			
21.	Taxes and Duties	21.1.	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		21.2.	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		21.3.	The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of their contracted Services to the Procuring Agency.

SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Special Conditions of Contract (SCC)

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

<table>
<tr><th>SCC Clause Number</th><th>GCC Clause Number</th><th>Amendments of, and Supplements to, Clauses in the GCC</th></tr>
<tr><td colspan="3">Definitions (GCC 1)</td></tr>
<tr><td>1.</td><td>1.1(i)</td><td>The Procuring Agency is: Karachi Tool, Dies & Moulds Centre</td></tr>
<tr><td>2.</td><td>1.1(l)</td><td>The Supplier is: [Name and address]</td></tr>
<tr><td>3.</td><td>1.1(m)</td><td>The title of the subject procurement is: Hiring of Contractors for Transportation Services.</td></tr>
<tr><td colspan="3">Governing Language (GCC 3)</td></tr>
<tr><td>4.</td><td>3.1</td><td>The Governing Language shall be: English</td></tr>
<tr><td colspan="3">Applicable Law (GCC 4)</td></tr>
<tr><td>5.</td><td>4.1</td><td>The Applicable Law shall be: Laws of the Pakistan</td></tr>
<tr><td colspan="3">Performance Security (or guarantee) (GCC 7)</td></tr>
<tr><td>6.</td><td>7.1</td><td>The Performance Security (or guarantee), valid for 12 months, shall be:
<table>
<tr><th>S. No.</th><th>Service</th><th>Performance Guarantee “PKR”</th></tr>
<tr><td>1.</td><td>Transportation Service</td><td>Four Hundred Thousand only (400,000/-)</td></tr>
</table></td></tr>
<tr><td colspan="3">Payment (GCC Clause 8)</td></tr>
<tr><td>7.</td><td>8.1</td><td>Upon the delivery of their Services, payments shall be made promptly by the Procuring Agency, within fifteen (15) days after submission of an invoice, in Pakistan Rupees.</td></tr>
<tr><td colspan="3">Liquidated Damages (GCC Clause 12)</td></tr>
<tr><td>8.</td><td>12.1</td><td>Applicable rate: One tenth of one percent of the price of each service not timely delivered for each calendar day
Maximum deduction: is equal to the performance security.</td></tr>
<tr><td colspan="3">Notices (GCC Clause 20)</td></tr>
<tr><td>9.</td><td>20.1</td><td>— Procuring Agency’s address for notice purposes: Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan

—Supplier’s address for notice purposes:</td></tr>
</table>

SECTION IX: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the _______________day of 20___ between [name and address of Procuring Agency] of Pakistan (hereinafter called "the Procuring Agency") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

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

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract 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 Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -

   (a) This form of Contract;

   (b) the Form of Bid and the Price Schedule submitted by the Bidder;

   (c) the Schedule of Requirements;

   (d) the Special Conditions of Contract;

   (e) the General Conditions of the Contract;

   (f) the Procuring Agency's Letter of Acceptance; and

   (g) [add here: any other documents]

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

4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Related Services and the remedying 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 Contract to be executed in accordance with their respective laws the day and year first above written.

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

Witness to the signatures of the Procuring Agency: …………………………………………

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

Witness to the signatures of the Supplier: …………………………………………………

Performance Security (or guarantee) Form

To: [name of Procuring Agency]

WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [Reference number of the contract] dated [insert date] to delivery [description of their services] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier to be in default under the Contract and without cavil or argument, any sum or sums 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 the: [insert date]

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Integrity Pact

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

Dated: ___________________

Contract Number: _______________________________

Contract Value: ________________________________

Contract Title: __________________________________

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

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

[Buyer]: ________________________ [Seller/Supplier]: ________________________