

Reference Number TSE-222304295082

Dated 11 April, 2023



**Balochistan Education Fondation**  
**BIDDING DOCUMENT FOR**  
**HIRING OF SERVICES FOR LABOR AND**  
**TRANSPORTION OF BOOKS THROUGHOUT**  
**BALOCHISTAN**  
**TSE-222304295082**

Electronic bid will be submitted, No physical bids can be submitted.

Note: In All Procurements of GOB Whether Through Electronic or Manual Bid Submission, It is Mandatory For All Bidders to Get Registered At Electronic Public Procurement System of BPPRA GOB.

In case any conditions / instructions in this bidding document are contradictory to electronic bid submission the same shall be superseded by provisions under the electronic procurement mechnaism.

This is BPPRA System Generated Document through Bidding Document Report for Balochistan Education TSE-222304295082

## Invitation Letter

Sealed Tenders are invited under the Balochistan Public Procurement Rules (BPPR) - 2014 by the Balochistan Education Fondation from “Eligible Bidders” dealing in Transportation Services, Sales and after - sale services(as applicable) of Transportation and Storage and Mail Services as per details contained here - under:...

Headers	Particulars
Designation of Procurement Officer	Procurement Officer
Postal Address of the Procuring Agency	Quetta
Phone Number & Fax Number	0812301812
E-Mail Address & Website (If Available)	nisar@bef.org.pk
Method of Procurement	Open Competitive Bidding
Bidding Procedure	Single Stage Two Envelope Bidding Procedure
Evaluation Mechanism	R2 - Eligibility check with responsiveness based on Yes/No Evaluation then Financial Evaluation.
Evaluation Type	Package Wise
Issuance of Bidding Documents	<b>TSE-222304295082 Bidding Document is freely Acessible to all at bppra.gob.pk for electronic bid submission Bidder Shall be required to bid through the User id of EPPS of the Government of Balochistan.</b>
Deadline for Submission of Bids	Bid Can Only be submitted electronically latest by 02 May, 2023 10:30 AM through E-Submission.
Opening of Technical bids	02 May, 2023 11:30 AM Through <b>EPPS</b> .
Opening of Financial bids	<b>Shall be communicated by the Procuring Agency on the completion of technical evaluation</b>
Bidding Document Fee	Not Required.
Bid Security	Amount: <b>2%</b> of the Bid Value Manner of Payment: Deposit at Call, Beneficiary: Balochistan Education Fondation
Performance Security	Amount: 10 % of the Contract value Manner of Payment: Pay Order, Beneficiary: Balochistan Education Fondation
Allow Financial Bids In Foreign Currencies	No
Scope of bidding	National
Bid Validity Period (Days)	90
JV-Consortium Allowed	No

## Eligibility Criteria for Bidders:

S No.	Eligibility Factors	Requirement	Document Required
1	Experience	1 Assignments of Similar Nature and Complexity 1,000,000 in Previous 5	Copy's of Supply Order's with relevant completion certificate's or Inspection Report's or delivery challan (items must cross-verify with supply order)
2	Financial Capacity	Turn over of at least 1,300,000 PKR in 2 Subsequent Previous Years	Supporting Bank Certificate of Company's Bank Account
3	Status As Active Tax Payer	Presence in Active Tax Payer List	NTN Certificate
4	Tax Certificate	BRA Registration Certificate	BRA Certificate
5	Non Blacklisted Certificate	The bidding firm must not be currently blacklisted by any procuring agency of Pakistan	Declaration of non blacklisting on company letter head by the bidder
6	Has owned / leased at-least 3 'Cargo Vehicles' with laden weight / capacity of 18 tons or more	3 'Cargo/Trucks Vehicles' with laden weight / capacity of 10 tons or more	Rent Agreement with Vehicle owner on Vendor's Letter Head if vehicles are on rent

**NOTE: It is mandatory for the bidders to meet all the above mentioned requirements of eligibility. In case of not meeting any single requirement, the Bid shall be declared IN-ELIGIBLE / NON-RESPONSIVE**

## Scope Of Work

HIRING OF SERVICES FOR LABOR AND TRANSPORTION OF BOOKS THROUGHOUT BALOCHISTAN Balochistan Education Foundation (BEF) House No. 1, 10, 11 Shalimar City Near NADRA Verification Center, Airport Road Quetta. Phone: (+92) 081-2301812-15 URL: <https://www.bef.org.pk/> Important Note Bidders must ensure that they submit all the required documents indicated in the Bidding Document without any discrepancy. Bids received without undertakings, valid documentary evidence, supporting documents and the manner for the various requirements are mentioned in the Bidding Document are liable to be rejected at the initial stage. Valid documentary evidences as detailed hereinafter should be submitted by bidders for preliminary and detailed examination. Applicability of Balochistan Public Procurement Rules, 2014 This Bidding Process will be governed under Balochistan Public Procurement Rules 2014 as amended till date. In case any clause, terms or conditions of this bidding document is in conflict with Balochistan Procurement Rules, the provisions given in Balochistan Procurement Rules 2014 amended till date will prevail.

1 Invitation to Bid

1.1 Balochistan Public Procurement Rules to be followed

1.1.1 Balochistan Public Procurement Rules 2014 amended till date will strictly be followed. These may be obtained from BPPRA's website.

1.1.2 In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Balochistan Public Procurement Rules 2014.

1.2 Type of Open Competitive Bidding

1.2.1 As per Rule 41(2) of Balochistan Public Procurement Rules 2014, Single Stage – Two Envelope Bidding Procedure shall be followed.

1.2.2 Bids shall be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:

1.3.2.1 Bid be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;

1.3.2.2 The envelopes shall be marked as "Financial Proposal" and "Technical Proposal";

1.3.2.3 In the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;

1.3.2.4 The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;

1.3.2.5 During the technical evaluation no amendments in the technical proposal shall be permitted;

1.3.2.6 After the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;

1.3.2.7 The financial proposal of the bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of grievance period or the decision of the complaint, if any, filed by the non-responsive bidder, whichever is later. Provided that procuring agency may return the sealed financial proposal earlier if the disqualified or non-responsive bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the procuring agency; and

1.3.2.8 It is mandatory for a bidder to bid for labor and transportation for all destinations with the given destination wise mileages. Bids for partial services, partial destinations and/or partial destination wise will be rejected.

1.3.2.9 Lowest evaluated bidder will be awarded the contract.

1.3.2.10 In case of equal financial bids submitted by different bidders at the time of financial opening, bid of the bidder who has more experience shall be given preference and will be selected. Experience will be calculated from the date of registration with FBR for NTN. In case bidders are registered on same day, one with highest financial soundness as per transactions in bank statement of the past two financial years will be preferred and selected.

2 Instructions to Bidders (ITB) Important Notes:

i. It is compulsory to bid for all destinations.

ii. Aggregate lowest bidder will be awarded the contract.

iii. The destination wise parcels may vary i.e., increase or decrease as per actual requirement.

iv. Proper Data Sheet/Price Schedule if not understands from this bidding document can be asked for another data sheet available with Procurement Officer BEF.

V. Details of District wise Class Books to be packed per class set wise in a parcel can also be shared with successful bidders

Vi Class Wise Books Details to be packed and transported to all districts of Balochistan can also be shared with successful bidders

2.1 Bidding Details

2.1.1 All bids must be accompanied by Bid Security, as per provisions of this Bidding Document clause "Bid Security" in favor of "Balochistan Education Foundation".

2.1.2 Technical bids shall be publicly opened in office of Balochistan Education Foundation located at 1/10/11 Shalimar City near NADRA verification center Airport Road Quetta on the last day of bid submission.

2.1.3 Queries of bidders (if any) for seeking clarifications relevant to this procurement must be received in writing to the Procuring Agency within seven (07) days of publication of the relevant ITB Notice and queries will be responded within ten (10) days of publication of the relevant ITB Notice. Any query received after said date may not be entertained. All queries shall be responded to within due time.

2.1.4 Bidders shall submit bid complying with the Bidding Document. Alternative bids shall not be considered. Attention of bidders is drawn to the provisions of this bidding document clauses regarding "Determination of Responsiveness of Bid" and "Rejection and Disqualification of Bid" for making their bids substantially responsive to requirements of the Bidding Document.

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

2.1.6 The contractor should be fully and completely responsible for all the deliveries and deliverables to the Procuring Agency under this contract.

2.1.7 Bidders are required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of their authorized representative through whom all communications shall be directed until the process has been completed or terminated.

2.1.8 Failure to supply required services within the specified time period will invoke penalty as specified in this document.

3 TERMS AND CONDITIONS OF TENDER

3.1 Definitions

In this document, unless there is anything repugnant in the subject or context:

3.1.1 "Commencement Date of Contract" means the date of issuance of Acceptance Letter to the Contractor from the Procuring Agency.

3.1.2 "Day" means calendar day.

3.1.3 "Goods" mean the Textbooks for distribution among BEF community schools present in all over districts of Balochistan

3.1.4 "Services" means services required in this tender which the contractor is



required to provide to the Procuring Agency under the contract.3.1.5 "Written" means written in form of email or hard copy.3.2 NoticeIn this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the contractor and the Procuring Agency, the same shall be:3.2.1 In writing;3.2.2 Issued within reasonable time;3.2.3 Served by sending the same by email/ courier/ post/ dispatch rider to their specified addresses which they shall notify for the purpose; and3.2.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.3.3 ELIGIBILITY CRITERIAEligible bidder is a bidder who:3.3.1 Is registered with Tax Authorities for NTN and GSTN/ BSTS as per relevant laws in Pakistan (whichever is applicable);3.3.2 Provides copies of work orders/ contracts/ MOUs, etc. for the FY 2020-21 or 2021-22 depicting sound financial strength (minimum Rs.10 million turnover in a Financial year);3.3.3 Has experience of providing transportation services to at least 1 or 2 clients supported by copies of work orders / contracts / MOUs / satisfactory completion certificates, etc.3.3.4 Has owned / leased at-least 3 'Cargo Vehicles' with laden weight / capacity of 18 tons or more.3.3.5 Does not apply in the capacity of joint venture;3.3.6 Has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan in last two years; Note: Verifiable documentary proof for all above requirements is mandatory, noncompliance shall lead to disqualification. Noncompliance of any term or condition mentioned in the relevant Invitation to Bid Notice or Bidding Document shall also lead to disqualification.Bidders must submit bid security of Rs.29500/- which is 2% of estimated price of Rs,1,454,000/- estimated by BEF as per bid security clause of this document else their bids will be rejected. Bid security instrument must be enclosed with financial proposal.3.4 Cost Related to Bid Preparation and SubmissionA bidder shall bear all costs and expenses associated with the preparation and submission of bids and the Procuring Agency shall in no case be responsible/ liable for those costs and expenses.3.5 Examination of Bidding DocumentBidders are expected to examine the Bidding Document, including all instructions and terms and conditions.3.6 Clarification of Bidding DocumentBidders may require further information or clarification of the Bidding Document, after publication of the relevant ITB Notice on website of BPPRA.3.7 Amendment of Bidding Document3.7.1 The Procuring Agency may, at any time prior to the deadline for submission of bids, at its own initiative or in response to a clarification requested by a bidder, amend the Bidding Document, on any account, for any reason. The amendment(s) shall be part of the Bidding Document and binding on the bidders.3.7.2 The Procuring Agency shall notify the amendment(s) to the prospective bidders.3.7.3 The Procuring Agency may, at its exclusive discretion, amend the Bidding Document to extend the deadline for the submission of Bid as per Rule 31 of Balochistan Public Procurement Rules, 2014.3.8 Preparation/ Submission of BidThe bid along with all the related documents submitted by a bidder shall be in paper form. Bids submitted in any other form or language will be rejected. The bids shall be accompanied by the required Forms, Annexures, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. (whichever is applicable) which shall be completely filled in, stamped and signed by the bidder or its authorized representative. This is made obligatory to affix authorized signatures with official stamp on all documents, annexure, copies, certificates, letters, forms, etc. as part of the bids submitted by bidders. Technical and Financial Proposals will be considered incomplete if any of the following documents are missing from the submitted bids. Procuring Agency reserves the right and shall reject any bid submitted without any of the documents mentioned below:3.8.1 Technical Proposal shall comprise the following:3.8.1.1 Undertaking on stamp paper of Rs.50/- (all terms and conditions and qualifications listed anywhere in this bidding document have been satisfactorily vetted and the bidder is not blacklisted anywhere in Pakistan in last two years)3.8.1.2 Covering letter duly signed and stamped by authorized representative on official letter head of bidder3.8.1.3 Proof of registration with tax authorities for NTN and GSTN/ BRA as per relevant laws in Pakistan (whichever is applicable).3.8.1.4 Copies of financial statements/ work orders/ contracts/ MOUs, etc. for the FY 2020- 21 or 2021-22 depicting sound financial strength (minimum Rs.10 million turnover in a Financial year);3.8.1.5 Copies of work orders / contracts / MOUs / satisfactory completion certificates, etc. as evidence of experience of providing transportation services to 3 clients;3.8.1.6 Copies of registrations of at least 04 leased/rented 'Cargo/Heavy Truck Vehicles' with laden weight / capacity of 18 tons or more.3.8.1.7 Duly signed and stamped copy of bidding document to ensure that the participating bidder certifies that each page has been read, understood and all terms and conditions on each page have been accepted unconditionally.3.8.2 Financial Proposals shall comprise the following:3.8.2.1 Price ScheduleNote: Bid security instrument may be attached either with financial proposal.3.8.3 Bidders shall seal the Technical Proposal in an envelope duly marked as under:Technical Proposal[Name of Tender and Title] [Name of Procuring Agency] [Address of Procuring Agency][Name of bidder] [Address of bidder] [Phone No. of bidder]3.8.4 Bidders shall seal the Financial Proposal in an envelope duly marked as under:Financial Proposal[Name of Tender and Title] [Name of Procuring Agency] [Address of Procuring Agency][Name of bidder] [Address of bidder] [Phone No. of bidder]3.8.5 Bid shall be dropped by hand, courier or through registered mail to reach the Procurement Section of the Procuring Agency's office at 1/10/11 Shalimar City near NADRA verification center Airport Road Quetta not later than due date and time for submission of bids. No late bid shall be accepted.3.9 Taxes and DutiesBidders shall be entirely responsible for all taxes, duties and other such levies imposed and making inquiries on applicable taxes to the concerned authorities.3.10 Bid PriceThe quoted price shall be:3.10.1 Best/ Final/ Fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/ escalation;3.10.2 In Pak Rupees;3.10.3 Inclusive of all taxes and charges related to duties, levies, insurance, freight, labor, transportation till delivery point, incidental services, complementary services, etc. (whichever is applicable);3.10.4 Technical proposal should not contain any mention of prices. Price Schedule shall only be submitted with the sealed Financial Proposal.3.10.5 The Procuring Agency will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates of direct taxes or structure of applicable direct taxes. All differences arising out as above shall be fully borne by the Successful Bidder.3.10.6 The Contractor shall not charge prices for the services delivered and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.3.10.7 If a bidder quotes price of services without inclusion of taxes to be borne by the bidder, the bidder shall be

applicable taxes.3.10.8 It will be the responsibility of the bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Procuring Agency. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by a bidder.3.10.9 Bidder are responsible for the correctness and sufficiency of the Bid and price quoted in the Bid shall be deemed to cover all obligations under this Bidding Process.3.10.10 The Bids shall be checked for any arithmetic errors which shall be rectified, as follows:3.10.10.1 If there is a discrepancy between the amount in figures and the amount in words for the total bid price entered in the price schedule, the actual sum of itemized total prices will be considered as the total bid price.3.10.10.2 If there is a discrepancy in the actual sum of the itemized total prices and the total bid price quoted in the price schedule, the actual sum of the itemized total prices shall govern.3.10.10.3 If there is a discrepancy between the unit price and the total price entered in the price schedule, resulting from incorrect multiplication of the unit price by the quantity, the unit price as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.3.10.10.4 The bid price as determined after arithmetic corrections shall be termed as the corrected total bid price which shall be binding upon the bidder.3.10.10.5 No credit shall be given for offering delivery period earlier than the specified period.3.11 Bid Security Bidders shall furnish the Bid Security as under:3.11.1 Shall be in the form of CDR / DD / PO / BC in the name of Balochistan Education Foundation;3.11.2 Personal or business cheque shall not be entertained in any case.3.11.3 Bidders are required to submit bid security of Rs.29,500/- (2% of estimated price of Rs. 1,454,000) as per bid security Rule of Balochistan Public Procurement Rules 2014 which states that a procuring agency may require the bidders to furnish a bid security not exceeding five per cent of the price of procurement as estimated by the procuring agency;3.11.4 Must be enclosed in the envelope of financial proposal otherwise the bid will be declared non-responsive / disqualified;3.11.5 Denominated in Pak Rupees;3.11.6 Having a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Bid.3.11.7 The bid security shall be returned to the technically disqualified bidders with their unopened/ sealed financial bid while the unsuccessful bidders shall be returned the bid security only. The Bid Security shall be returned to the successful bidder on signing of contract.3.11.8 Bid security will not be adjustable against any payment.3.11.9 Balochistan Education Foundation is not responsible to pay any interest or benefit on the amount submitted as bid security against this bid that could accumulate in the same period by investing or depositing in any bank or any other such institution, organization or elsewhere;3.11.10 Bid security submitted by a bidder may be forfeited if:3.11.10.1 Bidder has been found involved in the concealment of facts.3.11.10.2 Any false / misleading information is provided in the submitted bid.3.11.10.3 Bidder backs out from fulfilling the obligations of bid after opening of the bid.3.11.10.4 Lowest evaluated bidder refuses to sign the contract.3.12 Bid Validity The Bid shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Bid. The Procuring Agency may solicit the bidder's consent to an extension of the validity period of the Bid. The request and the response thereto shall be made in writing. If the bidder agrees to extension of validity period of the Bid, the validity period of the Bid Security shall also be suitably extended.3.13 Modification/ Withdrawal of the Bid3.13.1 A bidder may, by written notice served on the Procuring Agency, modify or withdraw the bid after its submission prior to the deadline for submission of bids.3.13.2 The bid, withdrawn after the deadline for submission of bids and prior to the expiration of the period of Bid Validity, shall result in forfeiture of the Bid Security.3.14 Determination of Responsiveness of Bid The Procuring Agency shall determine the substantial responsiveness of bid to the Bidding Document, prior to bid evaluation, on the basis of contents of the bid without recourse to extrinsic evidence. A substantially responsive Bid is one which:3.14.1 Meets the eligibility criteria given herein this Bidding Document;3.14.2 Offers fixed price for complete services as per Price Schedule;3.14.3 Conforms to all terms and conditions of the documents issued by Procuring Agency in reference to this procurement process. These include but are not limited to the Bidding Document, Invitation to Bid Notice, Corrigendum, Addendum, etc. (whichever is applicable), without material deviation or reservation;3.14.4 A material deviation or reservation is one which affects the scope, quality of services or limits the Procuring Agency's rights or the bidder's obligations under the Contract.3.14.5 A bid determined as not substantially responsive shall not subsequently be made responsive by the bidder by correction or withdrawal of the material deviation or reservation.3.15 Rejection and Disqualification of Bid The Procuring Agency may reject all bids or proposals at any time prior to the acceptance (issuance of Acceptance Letter). The Procuring Agency shall upon a written request communicate to any bidder, the grounds for rejecting all bids or proposals, but shall not be required to justify those grounds. The Procuring Agency shall incur no liability, solely, by virtue of rejection of bids. However, bidders shall be promptly informed about the rejection of the bids, if any as per Rule 358 of BPPRA Rules, 2014. Likewise, Procuring Agency shall upon a written request communicate to any bidder, the grounds for its technical disqualification, but shall not be required to justify those grounds. A bid shall be rejected/ disqualified if it is:3.15.1 Substantially non-responsive in a manner prescribed in this document especially to the clause 'Determination of Responsiveness of Bid'; or3.15.2 Submitted in other than prescribed forms, annexes, documents by other than specified mode and language; or3.15.3 Submitted bid is not in paper form;3.15.4 Incomplete, partial, conditional, alternative, late; or3.15.5 A bidder has conflict of interest with the Procuring Agency; or3.15.6 A bidder tries to influence the Bid evaluation/ Contract award; or3.15.7 A bidder engages in corrupt or fraudulent practices in competing for the contract award;3.15.8 A bidder fails to meet the requirements of Bid Eligibility/ Qualification Criteria;3.15.9 A bidder fails to meet the Technical and Financial evaluation of Proposal;3.15.10 There is any discrepancy between Bidding Documents and bidder's proposal i.e. any non- conformity, inconsistency, informality or irregularity in the submitted bid.3.15.11 Bidder does not enclose bid security instrument either in the envelope of technical or financial proposal.3.15.12 A bidder submits any financial condition as part of its bid which is not in conformity with bidding document.3.15.13 A bidder discloses





located in Directorate of School warehouse Barwary Road opposite SBK University Quetta to given destinations throughout Balochistan.3. The contractor will be solely responsible to provide vehicle which is with lock and seal facility to transport the goods to all destinations. No vehicle without lock or seal will be allowed to transport the goods in any circumstance.4. Plan for the dispatch of Goods given by BEF representatives to the Contactor must be complied with in true letter and spirit without any deviation.5. The Contactor will be solely responsible to transport the goods while ensuring all safety measures, from directorate of school warehouse opposite SBK university to the given destinations in fully dedicated vehicle for both dispatch and return of books.6. The Contactor will be solely responsible to seek permission from the concerned authorities for movement of trucks/vehicles within cities during restricted hours.7. The Contactor must carry out district warehouse verification in order to make necessary arrangements for parking of the vehicles.8. The contactor is bound to lock and seal the vehicle before transporting the Goods and is also responsible not to unlock or unseal the vehicle in absence of BEF's representative.9. Safe return of the goods from destinations/venues to BEF office in Quetta in case of left over stock (if any).10. The Contactor will be bound to return the Goods as many times required by the Procuring Agency in case of left over stock (if any).11. The contractor shall provide district warehouse and vehicle/truck wise computerized handing/taking over slips against all the unloaded transported books to all assigned districts of Balochistan. Handing/Taking over should consist of the following:a) Total books uploaded/unloaded details.b) District Name.c) BEF district based representative name and sign of handing over.12. As per plan communicated by BEF representatives, the Contactor will be bound to arrange the vehicle(s) for transportation of the Goods irrespective of any weight limitations i.e. minimum weight requirements. Vehicle wise average weight to be loaded is as under. 13. The vehicle for transportation activity must be available at Directorate of School opposite SBK University warehouse at or before 9:00 am. These timings must be strictly observed.14. The contractor will ensure the availability of driver with vehicle during the loading of books.15. The contractor shall ensure that only assigned district Warehouse Incharge/Focal Person shall open lock and remove seal of container at District warehouse.16. The contractor will liable to sign the Books Dispatch Note (BDN) after ensuring quantities to the level of satisfaction.17. The Contactor will be responsible for handing over the Goods to district Warehouse Incharge/Focal Person as per Books Dispatch Note (BDN) and obtain the receiving of the same.18. The contractor will be responsible to handover original BDN duly signed and stamped by District Warehouse Incharge/Focal Person after completion of all transportation of books.19. The sole responsibility lies with the Contactor for secure transportation, safe custody and handing over the Goods to BEF representative at the destination as per BDN handed over. In case of overnight retention due to late delivery the Contactor will be held responsible for secure custody of the Goods until offloaded.20. The Contractor will be responsible for deploying the required number of labor as per table mentioned below against each container/truck and complete the loading activity with respective number of labor before close of business hours i.e. 5:00 pm.21. The contractor is liable to make available any required equipment/tools (lifter, pilot, trolley etc.) to labor for moving the Goods within warehouse, as part of contract scope.22. To supply specified number of labor force to load and offload the Goods from Trucks/ Containers (having capacity of 30 tons or more) at Central Warehouse and District warehouses. This activity shall also include packaging wise list will be provided and the sorting and merging of Goods along with title wise stacking.23. The contractor will provide one supervisor to supervise the whole activity in order to comply with the daily and weekly plans duly shared by BEF representative.24. As per the plan communicated by BEF representatives, the Contactor will be bound to arrange and make further relevant arrangements of labor for loading, offloading including packaging sorting, merging and stacking of the Goods irrespective of any time period or weight limitations.25. Approximate 171994 (more or less list is attached as annex) will be loaded in trucks/cargo.26. Loading activity must be planned and completed keeping in view BEF's official timing i.e. between 9:00 am to 04:00 pm (Time may varies as per Ramadan 2023 Timings). Contractor will be liable to make labor force available at Central warehouse where books will be loaded at or before 9:00 am. These timings must be strictly observed.27. The labor will work uninterruptedly with one time lunch/ prayer break from 1:00 pm to 1:45 pm.28. The contractor will provide particular of labor including name, CNIC, mobile no etc. & will ensure that access of the warehouse is only to authorized workforce. Moreover, supervisor & labor will be bound to carry identity/ worker card in visible manner.29. Contractor will ensure that warehouse security & safety measures are adhered to and followed by workforce. Anything that causes fire hazards (e.g. smoking, fire lighter etc.) is strictly prohibited in warehouse premises.30. Contractor will ensure compliance with labor laws which revokes, among other, deployment of child labor.31. The contractor will be liable to load the correct number of books with correct titles onto the vehicle. BEF would not be liable for any rework caused by any mistake/ error on the part of the contractor.32. If any of the title or books or quantities are loaded wrongly, the contractor will be liable to offload and reload the correct and accurate number of books/titles.33. Plan for the dispatch of Goods given by BEF representatives to the Contactor must be complied with in true letter and spirit without any deviation.34. After loading of books, the Contactor will be bound to make relevant arrangements of labor for packaging, sorting, merging and stacking of the books that are displaced during loading of books.Note: The successful bidder will be required to provide the Services during the currency of the contract. Procuring Agency reserves the right to make amendments in the given tentative dates/ dispatch plan; the same will be communicated to the Contractor 48 hours before execution of the same.

**B. BEF RESPONSIBILITIES**

1. BEF's Representative will share roll over dispatch plan with the contractor before 02 days of start of activity.
2. BEF's Representative will provide loading plan of the day before the execution of such plan.
3. BEF's Representative will be responsible to lock and seal the container/vehicle carrying goods with pad lock and BEF seals.
4. BEF's Representative/ District Warehouse In-charge/ Focal Person will be responsible to unlock and unseal the vehicle. However the contractor will be held responsible to ensure safety and security of the Goods from Directorate of School opposite SBK University warehouse till the delivery of the Goods at destination.
5. BEF's Representative/ District Warehouse In-charge/Focal Person will be responsible to be present at the destination of for books to sign the trucking and submit the

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whole & offloading activity along with the supervisor of the contractor6. BEF's Representative/ District Warehouse In-charge/ Focal Person will be responsible to count the Goods as per loading plan (Books Dispatch Note) and handover the receiving of the same to the contractor.

4.2 Contract DurationThe contract duration shall be for the period of one year (01) from the date of signing of Contract. However, any work awarded before the expiry of one (01) year shall be completed even after the contract duration is expired. Contractual liabilities and obligations will remain binding on the contractor even after the expiry of duration of contract.

4.3 Performance GuaranteeThe successful contractor shall furnish Performance Guarantee as under:

4.3.1 Within three (03) working days of the receipt of the Acceptance Letter from the Procuring Agency;

4.3.2 In the form of Bank Guarantee / CDR / PO / DD / BC issued by a scheduled bank operating in Pakistan;

4.3.3 Personal or business cheque shall not be entertained in any case.

4.3.4 For a sum equivalent to 10% (ten percent) of the value of contract;

4.3.5 Will be retained for a period of 30 days after the completion/ termination of contract or until all the obligations under the contract have been fulfilled subject to Satisfactory Completion Certificate by concerned department;

4.3.6 In Pak Rupees;

4.3.7 Performance guarantee will not be adjustable against any payment;

4.3.8 Balochistan Education Foundation is not responsible to pay any interest or benefit on the amount submitted as performance guarantee against this bid that could accumulate in the sameperiod by investing or depositing in any bank or any other such institution, organization or elsewhere;

4.3.9 The Performance Guarantee may be forfeited if:

4.3.9.1 The contractor commits a default under the contract;

4.3.9.2 The contractor fails to fulfill any of the obligations under the contract;

4.3.9.3 The contractor violates any of the considerable terms and conditions of the contract.The contractor shall cause the validity period of the Performance Guarantee to be extended for such period(s) as the contract performance may be extended.

4.4 Delivery4.4.1 The Contractor shall provide the required Services as is sufficient to prevent the damage or deterioration of the Goods during storage and transit to their final destination as indicated in the Contract. For secure and safe transit of the Goods (from theft, climate/weather conditions, etc.), contractor shall ensure the provision of vehicle with proper sealing mechanism enabled facilities to secure the Goods from transit hazards.

4.4.2 The Contractor shall ensure that the Goods shall be delivered complete and as per schedule of delivery (Books Dispatch Note). In case of any undue delay observed in delivery of books, contractor shall be penalized as per the liquidated damages clause of the document.

4.4.3 The Goods shall remain at the risk and under the physical custody of the Contractor until the delivery and taking over of the Goods is completed.

4.4.4 The Contractor shall ensure that the Goods shall be delivered complete and as per schedule of delivery. If it shall appear to the Procuring Agency that the Goods have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, it may require the Contractor at the expense of the Contractor to dispatch the right items of the Goods thereof.

4.5 Liquidated DamagesLiquidated damages will be applicable as per details mentioned below:

4.5.1 If the Contractor fails to provide the required Service as is sufficient to prevent the damage or deterioration of books during storage and transit to their final destination as indicated in the work order, the Procuring Agency may either deduct the amount from the payment or the contractor shall pay the Procuring Agency the amount equal to the original cost of the damaged/lost Goods due to any reason e.g. accident, rain, damage and theft etc.

4.5.2 Further, if undue delay (exceeding 12 hours from the due time of delivery) in delivery of goods by contractor is observed, Procuring Agency shall hold the right to impose the penalty that shall be 10% of particular truck-transport amount.

4.5.3 In case of non-compliance of dispatch plan shared by BEF to the contractor, penalty of 10% shall be charged on particular truck-transport amount on the basis of plan.

4.5.4 In case of dedicated vehicle for transportation of books is not provided, penalty of 10% shall be charged on particular truck-transport amount.

4.5.5 If inconsistency in quantity of books is found between what is dispatched and what is received at particular tehsil warehouse and it is materially evident that difference in quantities is mainly because of lapses on the part of contractor, contractor shall be liable to bear the damages equivalent to the value of books misplaced/ mishandled.

4.6 Payment4.6.1 The Contractor is bound to submit district warehouse wise computerized Handing/taken over slips of all vehicles carrying the Goods from contractor owned central warehouse Quetta to dsitric warehouse and vice versa.

4.6.2 The Contractor shall submit all the required documents for Payment to the Procuring Agency which include invoices, district warehouse wise original signed from BEF district representative, destination wise breakup of transportation charges, work completion certificate, receipts or other documentary evidence as the Procuring Agency may require; state the amount claimed; and set forth in detail in the order of the Price Schedule.

4.6.3 The Procuring Agency shall pay the amount verified within thirty (30) days. Payment shall not be made in advance.

4.6.4 The Procuring Agency shall make payment at the completion of assignment/activity subject to satisfactory completion of services as per work order.

4.6.5 The Procuring Agency shall make payment for the defect free services supplied, to the Contractor, as per Government policy, in Pak Rupees, through cheque/ PO/DD/CDR.

4.6.6 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan/Balochistan.

4.6.7 All type of government duties and taxes shall be dealt as per applicable laws of Pakistan at the time of payment. Foundation shall not be responsible for increase in deduction of direct taxes due to change in laws of Pakistan.

4.7 Satisfactory Completion Certificate for ServicesThe Procuring Agency will issue Satisfactory Completion Certificate, sub work order wise (if any), to the Contractor upon successful completion of delivery of services which the Contractor is liable to provide in consideration of this Contract.

4.8 Contract Amendment4.8.1 The Procuring Agency may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/ requirement in the light of prevailing rules and regulations.

4.8.2 The Contractor shall not execute any Change until and unless the Procuring Agency has allowed the said Change, by written order served on the Contractor.

4.8.3 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

4.8.4 No variation or modification in the Contract shall be made, except by written amendment signed by both the Procuring Agency and the Contractor.

5 General Conditions of Contract5.1 ContractThe successful bidder shall sign the Contract within three days of receiving of Acceptance Letter from the Procuring Agency.

associated with the preparation of the Contract and the Procuring Agency shall in no case be responsible/ liable for those costs/ expenses. The successful bidder shall provide legal stamp papers of relevant value according to Government rules and regulations for signing of the formal contract.

**5.3 Contract Documents and Information**The Contractor shall not, without the Procuring Agency's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications or information furnished by or on behalf of the Procuring Agency in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

**5.4 Contract Language**The Contract and all documents relating to the Contract, exchanged between the Contractor and the Procuring Agency, shall be either in Urdu or English or both. The Contractor shall bear all costs of translation to English or Urdu and all risks of the accuracy of such translation.

**5.5 Standards**The services provided under this Contract shall conform to the authoritative latest industry standards.

**5.6 Patent Right**The Contractor shall indemnify and hold the Procuring Agency harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the services or any part thereof.

**5.7 Inspection and Verification**The Procuring Agency may reject the services if they fail to conform to the specifications, in any inspection(s) and the bidder may be allowed to make all alteration necessary to meet the specifications in coordination with Procuring Agency's concerned department. The Procuring Agency's right to inspect and, where necessary, reject the services shall in no way be limited or waived by reason of the services having previously been inspected and passed by the Procuring Agency or its representative prior to the services delivery from the point of Supply.

**5.8 Assignment / Subcontract**

**5.8.1** The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Procuring Agency's prior written consent.

**5.8.2** The Contractor shall guarantee that any and all assignees of the Contractor shall, for performance of any part/ whole of the services under the contract, comply fully with the terms and conditions of the Contract applicable to such part/ whole of the services under the contract.

**5.9 Blacklisting**The Procuring Agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of procuring agency, if the bidder or contractor has:

(a) Acted in a manner detrimental to the public interest or work practices;

(b) Consistently failed to perform his/ her obligation under the contract;

(c) Not performed the contract up to the mark; or

(d) Indulged in any corrupt practice.

**5.10 Termination for Default**

**5.10.1** If the Contractor fails or delays the performance of any of the obligations, under the Contract, violates any of the provisions of the Contract/ commits breach of any of the terms and conditions of the Contract the Procuring Agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure/ delay, within fifteen working days of intimation (or such longer period as the Client may allow in writing).

**5.10.2** If the Procuring Agency terminates the Contract for default, in whole or in part, the Procuring Agency may procure, upon such terms and conditions and in such manner as it deems appropriate, services, similar to those undelivered, and the Contractor shall be liable to the Procuring Agency for any excess costs for such similar services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

**5.11 Termination for Convenience**

**5.11.1** The Procuring Agency may, at any time, by written notice served on the Contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

**5.11.2** The services, which are complete or to be completed by the Contractor, within seven working days after the receipt of such notice, shall be accepted by the Procuring Agency.

**5.11.3** For the remaining services, the Procuring Agency may elect:

**5.11.3.1** To have any portion thereof completed and delivered; and/or

**5.11.3.2** To cancel the remainder and pay to the Contractor an agreed amount for partially supplied services, together with a reasonable allowance for overhead and profit.

**5.12 Termination for Insolvency**If the Contractor becomes bankrupt or otherwise insolvent, the Procuring Agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

**5.13 Force Majeure**For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of the contractor and which makes contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.

**5.13.1** The Contractor shall not be liable for liquidated damages, blacklisting for future bids, if and to the extent its failure/ delay in performance/ discharge of obligations under the Contract is the result of an event of Force Majeure.

**5.13.2** If a Force Majeure situation arises, the Contractor shall, by written notice served on the Procuring Agency, indicate such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Contractor shall continue to perform 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.

**5.13.3** Force Majeure shall not include:

**5.13.3.1** Any event which is caused by the negligence or intentional action of bidder or its agents or employees, nor

**5.13.3.2** Any event, which the bidder could reasonably have been expected to:

**5.13.3.2.1** Take into account at the time of the conclusion of this Contract and;

**5.13.3.2.2** Avoid or overcome in the carrying out of its obligations here under.

**5.13.3.2.3** Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**5.14 Dispute Resolution**

**5.14.1** The Procuring Agency and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

**5.15 Authorized Representative**

**5.15.1** The Procuring Agency or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any/ all of the duties/ authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf, to receive and issue invoices and any other documents



delegation.5.15.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him/her, by the Procuring Agency or the Contractor.5.15.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.5.15.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above. For Balochistan Education Foundation (BEF): For [full legal name of the Contractor]:

Name : ( As per CNIC) -----	Name : ( As per CNIC) -----	Father Name: -----
CNIC Number: -----	Designation: -----	Address: -----
	Father Name: -----	Signature: -----
	Designation: -----	CNIC Number: -----
		Address: -----
Thumb Impression: -----	Thumb Impression: -----	

WITNESSES: WITNESSES:(First Party) (Second Party)

Name: (As per CNIC) -----	Name: (As per CNIC) -----	Father Name: -----
Name: -----	Father Name: -----	CNIC Number: -----
Designation: -----	Address: -----	Signature: -----
Designation: -----	Address: -----	CNIC Number: -----
		Signature: -----
Thumb Impression: -----	Thumb Impression: -----	

ANNEXURE-ANNEXURE-A (Attach with Technical Proposal) To be submitted on Legal Stamp Paper of Rs. 50/- with Technical Proposal

UNDERTAKING It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are liable to any punitive action for furnishing false information/ documents. We undertake that we are not blacklisted or in litigation with any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan in last 2 years. Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Signature (Official Stamp) Thumb Impression In the capacity of: \_\_\_\_\_ Duly authorized to sign bids for and on behalf of: (Bidder Name) (Attestation by Notary Public/ Oath Commissioner)

ANNEXURE-B (On Official Letter Head with Technical Proposal) FORMAT FOR COVERING LETTER

To Balochistan Education Foundation, House # 1/10/11 Shalimar City Near NADRA Varification Center Airport Road, Quetta. Subject: TENDER FOR

HIRING OF SERVICES FOR TRANSPORTATION OF BOOKS THROUGHOUT BALOCHISTAN Dear Concerned, a) Having examined the documents issued by the Procuring Agency related to this procurement process which include but are not limited to

the Bidding Document, Invitation to Bid Notice, Corrigendum, Addendum, emails sent for information, etc. (whichever is applicable). We, the undersigned, in conformity with the said document, offer to provide the said services on terms of reference to be signed

upon the award of Contract for the sum indicated as per Price Schedule. b) We undertake that the financial proposal submitted by us includes price of all the items as per the technical specifications and requirements of this Bidding document. No price-able

service is kept hidden and no item is mentioned as an option for which additional price will be demanded afterwards in addition to the financial bid. c) We undertake, if our proposal is accepted, to provide the services mentioned in the Contract within time

frame specified, starting from the date of receipt of notification of award from the Procuring Agency. d) We agree to abide by this proposal for the period of 120 days (as per requirement of the project) from the date of bid opening and it shall remain binding upon

us and may be accepted at any time before the expiration of that period. e) We agree to execute a Contract in the form to be communicated by the Balochistan Education Foundation incorporating all agreements with such alterations or additions thereto as

may be necessary to adapt such agreement to the circumstances of the standard. f) We understand that you are not bound to accept a lowest or any bid you may receive, not to justify for rejection of any bid and that you will not cover any expenses incurred

by us in bidding. Name and Designation of Signatory Authorized Signatures with Official Stamp Dated: \_\_\_\_\_

Important Notes: i. It is compulsory to bid for all destinations. ii. Aggregate lowest bidder will be awarded the contract. iii. The destination wise parcels may vary i.e., increase or decrease as per actual requirement. iv. Proper Data Sheet/Price Schedule if not understood from this bidding document can be asked for another data sheet available

with Procurement Officer BEF. V. Details of District wise Class Books to be packed per class set wise in a parcel can also be shared with successful bidders. vi. Class Wise Books Details to be packed and transported to all districts of Balochistan can also be shared

with successful bidders. Attention Bidders "Price schedule must be enclosed with financial proposal only. Don't disclose prices on this page in technical proposal otherwise your bid will be rejected/disqualified".

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## DATA-SHEET OF THE ASSIGNMENT/ SCHEDULE OF REQUIREMENTS

The objective of the below given Data-Sheet / Schedule of Requirements is to provide sufficient information to bidders to understand complete scope of this procurement such that no requirement of the Procuring Agency is left un-mentioned hereunder, so as to enable the bidders to prepare their bids accordingly:

It is mandatory for the bidders to meet the following given specifications. All offers meeting or exceeding the following minimum required specification shall be considered for further evaluations in accordance with the evaluation criteria.

Sr.No	Item Name	Quantity	Specification	
1	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Killa Saifullah City:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 129 Parcels:	Approximate Distance from Quetta (KM) 200
2	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Zhob City (for Zhob & Sherani):	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 99 parcels:	Approximate Distances from Quetta (KM) 330
3	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Sibi City:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 87 parcels:	Approximate Distances from Quetta (KM) 165
4	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Bagh Nari:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 66 parcels:	Approximate Distances from Quetta (KM) 100

5	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Gandawa:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 63 parcels:	Approximate Distances from Quetta (KM) 200
6	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Dera Murad Jamali:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 138 parcels:	Approximate Distance from Quetta (KM) 351
7	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Dera Alla Yar:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 60 parcels:	Approximate Distance from Quetta (KM) 42
8	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Sobatpur:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 30 parcel:	Approximate Distance from Quetta (KM) 83
9	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Sui:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 27 parcels:	Approximate Distance from Quetta (KM) 140

10	78101802-Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Ajram:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 21 parcels:	Approximate Distance from Quetta (KM) 50
11	78101802-Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Pishin City:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 30 parcels:	Approximate Distance from Quetta (KM) 60
12	78101802-Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Panjpai:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 15 parcels:	Approximate Distance from Quetta (KM) 80
13	78101802-Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Abdullah Khan Bazar:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease 45 parcels ):	Approximate Distance from Quetta (KM) 67
14	78101802-Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Chaman City:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 24 parcels:	Approximate Distance from Quetta (KM) 50



15	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Toba Achakzai:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 51 parcels:	Approximate Distance from Quetta (KM) 178
16	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Sanjavi:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 60 parcels:	Approximate Distance from Quetta (KM) 191
17	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Shahrag:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 18 parcels:	Approximate Distance from Quetta (KM) 100
18	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Harnai City:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 24 parcels:	Approximate Distance from Quetta (KM) 70

19	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Noushki City:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges:	Approximate Distance from Quetta (KM) 148
20	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Dalbandin:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 63 parcels:	Approximate Distance from Quetta (KM) 265
21	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Kharan City:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 117 parcels:	Approximate Distance from Quetta (KM) 427
22	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Basima City:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 75 parcels:	Approximate Distance from Quetta (KM) 115

23	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Mastung:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 39 parcels:	Approximate Distance from Quetta (KM) 46
24	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Kalat:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 18 parcels:	Approximate Distance from Quetta (KM) 105
25	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Surab:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 9 parcels:	Approximate Distance from Quetta (KM) 74
26	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Khuzdar City:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 75 parcels:	Approximate Distance from Quetta (KM) 94
27	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Nall:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 72 parcels:	Approximate Distance from Quetta (KM) 52



28	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Bela City:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 81 parcels:	Approximate Distance from Quetta (KM) 260
29	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Awaran:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 60 parcels:	Approximate Distance from Quetta (KM) 160
30	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Panjgur:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 81 parcels:	Approximate Distance from Quetta (KM) 522
31	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Turbat City:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 51 parcels:	Approximate Distance from Quetta (KM) 243
32	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Gwadar City:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 33 parcels:	Approximate Distance from Quetta (KM) 160

33	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Loralai City:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 87 parcels:	Approximate Distance from Quetta (KM) 261
34	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Kangri/Rarasham:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 39 parcels:	Approximate Distance from Quetta (KM) 131
35	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Barkan City:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 54 parcels:	Approximate Distance from Quetta (KM) 165
36	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Kohlu City:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 60 parcels:	Approximate Distance from Quetta (KM) 37
37	78101802- Regional or national trucking services	1	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Duki City:	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges
			Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 36 parcels:	Approximate Distance from Quetta (KM) 125

Note: Order quantity shall be in accordance with the varying quantity requirements of the Procuring Agency

\* Brand names & model numbers (if any) referred-to in this tender document are only for reference purpose in the light of BPP Rules 2014 # 13(1), however ALL offers in conformity with the generic specification shall be evaluated as equal.

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\*\* Ordered quantity shall not vary beyond 15% of the quantities specified in the "Data-Sheet of the Assignment" as per requirement of the Procuring Agency.

\*\*\* Order quantity shall be in accordance with the varying quantity requirements of the Procuring Agency

### Delivery Schedule & Requirements:

**Place of Delivery of Goods:**

Delivery of exact Places are mentioned in Data Sheet of this Bidding Document and will also be shared with selected vendor

**Last Date & Time of Delivery:**

24 May, 2023

Partial delivery is

**Not-Allowed**



# INSTRUCTION FOR PREPARING TECHNICAL BID

## Additional Instruction

S.No	Additional Instructions	Sub Instructions
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Bid Form 2

Performance Guarantee

Whereas \_\_\_\_\_ (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [Number] dated [date] to supply [description of goods] (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 scheduled bank for the sum of 10% of the total Contract amount as a 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 unconditionally 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 \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_

Signature and Seal of the Guarantors/ Bank

Address: \_\_\_\_\_

Date: \_\_\_\_\_



## Evaluation Criteria:

The evaluation criteria is based on **Least-Cost Selection Method** where, **Eligible Bidder, quoting Technically Responsive items at Lowest Financial Cost** shall be declared as the lowest evaluated bidder on Package Wise basis.

The Evaluation shall be on knock-down basis, which means that a bid failing at any evaluation stage shall not be evaluated in further stages of evaluation.

In case, two or more lowest evaluated bids are tie or equal, work would be awarded to the bidder quoting better specification or additional accessories / service. In case, the specification / service of the item/s is also identical, preference would be given to the bidder quoting shorter delivery / completion time. In case, the delivery time is also equal, preference would be given to the bidder having greater experience. In case, the experience of the bidders is also equal, preference would be given to the bidder having greater financial turn-over. In case, the financial turn-over is also same, the procuring agency shall award the contract on the basis of toss to the winning bidder.

The procedure shall be applied on knock-down basis as follows: -

### **1. Bidders Eligibility Assessment.**

Initial evaluation of the Technical proposals shall be carried-out by the

#### **Procurement Committee**

, as per the requirements of the eligibility criteria laid down under the heading of "Letter of Invitation for Bids - Eligibility Criteria for Bidders"

### **2. Return of Financial Proposals from Ineligible Bidders.**

Proposals from Ineligible Bidders shall be declared "Non-Responsive", consequently shall NOT be accepted for any further evaluation:

1. Their Financial Proposals shall be returned without being opened.
2. Their Bid security shall be released upon their written request.

It shall be mandatory for a bidder to meet all Eligibility Factors to be considered Eligible.

### **3. Evaluation.**

The Bids received from Eligible Bidders for conformance with the required technical qualification (which includes specification, schedule of requirements and all other administrative and legal requirements as stated in the Data-Sheet) on basis, in the following manner:

## Technical Evaluation of Bids

Item Name	Technical Requirement	Eligibility Bidder 1 Fulfill Requirement YES / NO	Eligibility Bidder 2 Fulfill Requirement YES / NO	Eligibility Bidder 3 Fulfill Requirement YES / NO
78101802-Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Killa Saifullah City :			
	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 129 Parcels :			
	Approximate Distance from Quetta (KM) 200			
78101802-Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Zhob City (for Zhob & Sherani) :			
	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 99 parcels :			
	Approximate Distances from Quetta (KM) 330			
78101802-Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Sibi City :			
	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 87 parcels :			
	Approximate Distances from Quetta (KM) 165			

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78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Bagh Nari :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 66 parcels :	Approximate Distances from Quetta (KM) 100			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Gandawa :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 63 parcels :	Approximate Distances from Quetta (KM) 200			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Dera Murad Jamali :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 138 parcels :	Approximate Distance from Quetta (KM) 351			



78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Dera Alla Yar :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 60 parcels :	Approximate Distance from Quetta (KM) 42			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Sobatpur :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 30 parcel :	Approximate Distance from Quetta (KM) 83			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Sui :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 27 parcels :	Approximate Distance from Quetta (KM) 140			

78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Ajram :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 21 parcels :	Approximate Distance from Quetta (KM) 50			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Pishin City :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 30 parcels :	Approximate Distance from Quetta (KM) 60			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Panjpai :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 15 parcels :	Approximate Distance from Quetta (KM) 80			

78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Abdullah Khan Bazar :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease 45 parcels ) :	Approximate Distance from Quetta (KM) 67			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Chaman City :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 24 parcels :	Approximate Distance from Quetta (KM) 50			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Toba Achakzai :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 51 parcels :	Approximate Distance from Quetta (KM) 178			



78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Sanjavi :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 60 parcels :	Approximate Distance from Quetta (KM) 191			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Shahrag :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 18 parcels :	Approximate Distance from Quetta (KM) 100			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Harnai City :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 24 parcels :	Approximate Distance from Quetta (KM) 70			

78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Noushki City :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges :	Approximate Distance from Quetta (KM) 148			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Dalbandin :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 63 parcels :	Approximate Distance from Quetta (KM) 265			

78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Kharan City :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 117 parcels :	Approximate Distance from Quetta (KM) 427			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Basima City :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 75 parcels :	Approximate Distance from Quetta (KM) 115			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Mastung :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 39 parcels :	Approximate Distance from Quetta (KM) 46			



78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Kalat :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 18 parcels :	Approximate Distance from Quetta (KM) 105			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Surab :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 9 parcels :	Approximate Distance from Quetta (KM) 74			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Khuzdar City :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 75 parcels :	Approximate Distance from Quetta (KM) 94			

78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Nall :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 72 parcels :	Approximate Distance from Quetta (KM) 52			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Bela City :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 81 parcels :	Approximate Distance from Quetta (KM) 260			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Awaran :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 60 parcels :	Approximate Distance from Quetta (KM) 160			

78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Panjgur :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 81 parcels :	Approximate Distance from Quetta (KM) 522			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Turbat City :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 51 parcels :	Approximate Distance from Quetta (KM) 243			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Gwadar City :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 33 parcels :	Approximate Distance from Quetta (KM) 160			

78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Loralai City :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 87 parcels :	Approximate Distance from Quetta (KM) 261			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Kangri/Rarasham :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 39 parcels :	Approximate Distance from Quetta (KM) 131			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Barkan City :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barway Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 54 parcels :	Approximate Distance from Quetta (KM) 165			



78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Kohlu City :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 60 parcels :	Approximate Distance from Quetta (KM) 37			
78101802- Regional or national trucking services	Transportation of Text Books Sets in Parcels of Class Kachi to Class Five (05) From Quetta to Duki City :	Labour Charges loading unloading packaging from Directorate of School Warehouse Barwary Road Opposite SBK University to vendor's own Warehouse where school wise packaging will be carried out of Classes kachi to class five then transported ahead as per plan attached with this bidding document. Labour/KM/Rent Charges			
	Approx. No. of Parcels to be transported (No of parcels may increase or decrease) 36 parcels :	Approximate Distance from Quetta (KM) 125			

#### **4. Return of Non-Responsive Proposals & preparation of Technical Evaluation Report.**

Technical Proposals not conforming to the required technical, administrative or legal requirements shall be declared as "Non-Responsive" and consequently shall NOT be accepted for any further evaluation:

1. Their financial proposals shall be returned without being opened.
2. Their Bid security shall be released upon their electronic request.
3. If the work can be split among multiple vendors and evaluation is being done on item-wise basis, then a Firm shall only be Non-Responsive for specific item/s in which it does not meet the minimum technical qualification. And may be recommended for item/s in which it is technically responsive.
4. System Generated Technical Evaluation Report Giving Reasons For Acceptance & Rejection for all Bids shall be Duly Signed by All Members of Procurement Committee & Uploaded at the EPPS.
5. Technical Evaluation concludes at this stage.





## INSTRUCTIONS FOR PREPARING FINANCIAL PROPOSAL

A	B	C	D	E
S. No.	Item Name	Quantity	Unit Price (Including All Applicable Taxes & Costs)	Unit Total Price (Including All Cost)
A	B	C	D	(C x D) = E
1				
2				
3				
4				
5				
			Grand Total	(E1 + E2 + E3 + E4 + E5)

## Additional Instruction

S.No	Additional Instructions	Sub Instructions
1	Important Note: If found difficulty in understanding financial bid/data sheet please ask for the data sheet understanding.	



# GENERAL CONDITIONS

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the general Conditions of Contract (GC) are attached, together with all the general Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1 ;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s);
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan. ;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;

- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;
- (n) "Sub consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (o) "Third Party" means any person or entity other than the Client, the Consultants or a Sub consultant; and
- (p) "Project" means the work specified in SC for which engineering consultancy services are desired.

## 1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## 1.3 Language

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.

## 1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorized Representative  
s  
specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

## 1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations as mutually agreed by the Parties.

## 1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants shall be taken or executed by the Authorized Representatives specified in the SC.

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## 1.7 Taxes and Duties

Unless specified in the SC, the Consultants, Sub consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## 1.8 Leader of Joint Venture

In case the Consultants consist of a joint venture of more than one entity, the Consultants shall be jointly and severally bound to the Client for fulfillment of the terms of the Contract and designate the Member named in the SC to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

## 2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

### 2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

### 2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than twenty eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

### 2.3 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

### 2.4 Expiration of Contract

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.6.

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The term "Completion of Services" is as specified in the SC.

## 2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made in writing, which shall be signed by both the Parties.

## 2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

- (a) the Consultants shall inform the Client of the circumstances and probable effects;
- (b) the increase shall be regarded as Additional Services; and
- (c) the Client shall extend the time for Completion of the Services accordingly.

## 2.7 Force Majeure

### 2.7.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### 2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event; (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions



of this Contract; and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

### **2.7.3 Extension of Time**

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

### **2.7.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants 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 purpose of the Services and in reactivating the Services after the end of such period.

## **2.8 Suspension of Payments by the Client**

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

## **2.9 Termination**

### **2.9.1 By the Client**

The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.9.1 and sixty (60) days' in the case of the event referred to in paragraph (f):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;

(b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their 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;

- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

### 2.9.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.9.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client 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 Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

### 2.9.3 Cessation of Services

Upon

receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Consultants shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants, and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9.

### 2.9.4 Payment upon Termination

Upon

termination of this Contract pursuant to Sub-Clauses 2.9.1 or 2.9.2, the Client shall make the following payments to the Consultants:

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(a) Remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;

(b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

In order to compute the remuneration for the part of the Services satisfactorily performed prior to the effective date of termination, the respective remunerations shall be proportioned.

### **2.9.5 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraph (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **3. OBLIGATIONS OF THE CONSULTANTS**

### **3.1 General**

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

### **3.2 Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants 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 Consultants shall use their best efforts to ensure that the Personnel, any Sub consultants, and agents of either of them similarly shall not receive any such additional remuneration.

### **3.3 Confidentiality**

The Consultants, their Sub consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

### 3.4 Professional Liability

The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in so far as the design of the Project is concerned to the extent and with the limitations as specified herein below.

If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultants for design phase in accordance with the terms of the Contract.

The liability of the Consultants expires after one (1) year from the stipulated date of completion of construction or after three (3) years from the date of final completion of the design whichever is earlier.

The Consultants may

,  
to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second para above. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants up to a limit of one percent of the total remuneration of the Consultants for the design phase for every year of keeping such cover effective.

The Consultants shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultants to the Client, not covered by the provisions contained in the first para above and exceeding the limits set forth in second para above provided the actual cost of procuring such indemnity as well as costs exceeding the limits set forth in fourth para above shall be borne by the Client.

### 3.5 Other Insurance to be taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as are specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### 3.6 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) Appointing such Personnel as are listed in Appendix-C merely by title but not by name;

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Sub consultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultants and its Personnel pursuant to this Contract;



### **3.7 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

### **3.8 Documents Prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, reports, and other documents and software prepared by the Consultants in accordance with Sub-Clause 3.7 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

Restriction(s) about the future use of these documents is specified in the SC.

### **3.9 Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided exclusively for this purpose by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions or afford salvage value of the same. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

### **3.10 Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges, and cost, and the basis thereof, and (ii) shall permit the Client or its designated representatives periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

## **4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS**

### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title and/or by name

,  
as the case may be, in Appendix C are deemed to be approved by the Client.

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

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

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

(c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

## 5. OBLIGATIONS OF THE CLIENT

### 5.1 Assistance, Coordination and Approvals

#### 5.1.1 Assistance

The Client shall use its best efforts to ensure that the Client shall:

(a) provide at no cost to the Consultants, Sub consultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC  
;

(b) assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organizations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contact;

(c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;

(d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract  
;

(e) provide to the Consultants, Sub consultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

#### 5.1.2 Co-ordination

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The Client shall:

- (a) co-ordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organization named in the SC.
- (b) co-ordinate with any other consultants employed by him.

### 5.1.3 Approvals

The Client shall accord approval of the documents within such time as specified in the SC, whenever these are applied for by the Consultants.

## 5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.

## 5.3 Changes in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.2 (a) or (b), as the case may be.

## 5.4 Services and Facilities

The Client shall make available to the Consultants, Sub consultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6 hereinafter.

## 5.5 Payments

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

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## 6. PAYMENTS TO THE CONSULTANTS

### 6.1 Lump Sum Remuneration

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Consultants in carrying out the Services described in Appendix A. Other reimbursable direct costs expenditure, if any, is specified in the SC. Except as provided in Sub-Clause 5.3, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4 or 6.6.

### 6.2 Contract Price

(a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payment shall be made in Pakistani Rupees.

(b) The SC shall specify the break up of remuneration to be paid, respectively, in foreign and in local currencies.

### 6.3 Terms and Conditions of Payment

Payment will be made to the account of the Consultants and according to the payment schedule stated in the SC. Payments shall be made after the conditions listed in the SC for such payments have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

### 6.4 Period of Payment

(a) Advance payment to the Consultants shall be affected within the period specified in the SC, after signing of the Contract Agreement between the Parties.

(b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days in case of local currency and fifty six (56) days in case of foreign currency after the Consultants' invoice has been delivered to the Client.

### 6.5 Delayed Payments

If the Client has delayed payments beyond the period stated in paragraph (b) of Sub-Clause 6.4, financing charges shall be paid to the Consultants for each day of delay at the rate specified in the SC.

### 6.6 Additional Services



- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;
- (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
- (c) any re-doing of any part of the Services as a result of Client's instructions.

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. If there is no disagreement by the Client within two weeks of this intimation, such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates provided in Appendices D and E, in case the Additional Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

## **6.7 Consultants' Entitlement to Suspend Services**

If the Client fails to make the payment of any of the Consultants' invoice (excluding the advance payment), within twenty-eight (28) days after the expiry of the time stated in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than fourteen (14) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.

This action will not prejudice the Consultants entitlement to financing charges under Sub-Clause 6.5.

## **7. SETTLEMENT OF DISPUTES**

### **7.1 Amicable Settlement**

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

### **7.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No x of 1940) and of the Rules made there under and any statutory modifications thereto.

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings.

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## 8. INTEGRITY PACT

### 8.1

If the Consultant or any of his Sub consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub consultant, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.

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Sub-Para (a) and (c) of this Sub-Clause.

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## SPECIAL CONDITIONS

S.No	Special Condition	Sub Condition
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### CURRENCY & BID VALIDITY

Bid Validity Period (Days): 90



## CONTRACT AGREEMENT

This FRAMEWORK AGREEMENT (this "Contract") made as of the

**[day]**

of

**[month]**

,

**[year]**

, between

**Balochistan Education Foundation**

(the "Procuring Agency"), on one part,

and

**[full legal name of Contractor & Address],**

on the other part severally liable to the Procuring Agency for all of the Contractor's obligations under this Contract and is deemed to be included in any reference to the term "the Contractor."

## RECITALS

WHEREAS,

(a) The Procuring Agency intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the services as described in the contract.

(b) The Procuring Agency has requested the Contractor to provide certain services as described in the relevant Invitation to Bid notice and Bidding Document; and

(c) The Contractor, having represented to the Procuring Agency that it has the required professional skills, personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

(d) The Procuring Agency & Contractor for a subject procurement on a recurring basis, for a specified period of time with specified terms and conditions with or without rates.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby contracts / undertakes with the Procuring Agency to supply the services and to remedy damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Procuring Agency to the Contractor.

2. The Procuring Agency hereby covenants with the Contractor to pay the Contractor, the Contract Price as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of provision of services and remedying of damage therein.

3. The contract price for supplying satisfactorily all the Services, that the contractor is liable to provide under the contract as per the scope mentioned in bidding documents, shall be Rs. \_.

4. The following shall be deemed to form and be read and construed as part of this Contract:

a. The Bidding Document

b. Terms and Conditions of the Contract

c. Bidder's Proposal

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d. The Scope of Work

e. Price Schedule

5. This Contract shall prevail over all other documents. In the event of any discrepancy/ inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.

For Balochistan Education Foundation (BEF): For [full legal name of the Contractor]:

Name :( As per CNIC) ----- Name :( As per CNIC) -----

Father Name: \_\_\_\_\_ Designation: \_\_\_\_\_ Address: \_\_\_\_\_ Signature: \_\_\_\_\_

Father Name: \_\_\_\_\_ CNIC Number: \_\_\_\_\_  
Designation: \_\_\_\_\_ Address: \_\_\_\_\_ Signature: \_\_\_\_\_

Thumb Impression: -----

WITNESSES:  
(First Party)

WITNESSES:  
(Second Party)

Name: (As per CNIC) ----- Name: (As per CNIC) -----

Father Name: \_\_\_\_\_ CNIC Number: \_\_\_\_\_ Designation: \_\_\_\_\_ Address: \_\_\_\_\_ Signature: \_\_\_\_\_

Father Name: \_\_\_\_\_ CNIC Number: \_\_\_\_\_  
Designation: \_\_\_\_\_ Address: \_\_\_\_\_  
Signature: \_\_\_\_\_

Thumb Impression: ----- Thumb Impression: -----

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# INTEGRITY PACT

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

..... (name of Supplier) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Balochistan (GoB) or any administrative department or agency thereof or any other entity owned or controlled by GoB through any corrupt business practice.

Without limiting the generality of the foregoing, (name of Supplier) represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Balochistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoB, 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 GoB and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by GoB in this regard, (name of Supplier) agrees to indemnify GoB for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoB 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 from GoB.

Name of Buyer: ..... Name of Seller/Supplier: .....

Signature: ..... Signature: .....

(Seal)

(Seal)