

BOARD OF INTERMEDIATE & SECONDARY EDUCATION PESHAWAR



BID SOLICITATION DOCUMENTS
(BSDs)

**Under National Competitive Bidding
(NCB) Through E-PADS**

FOR

**PROCUREMENT OF SERVICES FOR ACQUIRING VEHICLES ON RENTAL BASIS
UNDER AN OPEN FRAMEWORK CONTRACT**

PREFACE

The Board of Intermediate & Secondary Education Peshawar (BISEP) is seeking electronic bids from registered individuals / firms and companies for procurement of services for acquiring vehicles on rental basis. The services will be used to secure transport of confidential examination materials for Board Examinations. All the Bidders must be registered with the KPRA/EPADS & FBR

BOARD OF INTERMEDIATE & SECONDARY EDUCATION PESHAWAR

TENDER NO. Admin-03-2026

INVITATION FOR BIDS (NON-CONSULTING SERVICES)

Procurement of Vehicles on Rental Basis under Open Framework Contract through e-PADS

1. BISE Peshawar, invites bids under **National Competitive Bidding (NCB)** from eligible individuals/firms/companies for the procurement of vehicles on rental basis under an Open Framework Contract, for secure transportation of confidential examination material.
2. Bidding shall be conducted through **Single Stage – One Envelope Procedure**, in accordance with the Khyber Pakhtunkhwa Public Procurement Rules, 2014, using the **e-PADS** system.
3. Bid Solicitation Documents may be downloaded from **e-PADS** portal (<https://portalkp.eprocure.gov.pk/>).
4. Interested bidders must submit their bids electronically through **e-PADS** on or before **15th September 2026 at 11:00 AM**. Bids will be opened on the same day at **11:30 AM**, in the presence of bidders' representatives who choose to attend, in the Committee Room of BISE Peshawar.
5. A Bid Security amounting to PKR 100,000/- (fixed amount), in the shape of a Call Deposit Receipt (CDR) or valid Bank Guarantee in favor of the Secretary, BISE Peshawar, must be uploaded with the bid. The original instrument shall be delivered to the office of the undersigned in a sealed envelope, bearing the Tender Number, on or before the deadline for bid submission.
6. Bids must be computer-typed and printed. The bid price shall be quoted in figures on a per-day/per-trip basis, inclusive of all taxes and duties. Bids containing cutting, overwriting, or erasing shall be rejected to the extent of the affected item(s).
7. Bidders must be registered with KPRA and FBR, and must fulfil all applicable legal, taxation, and regulatory requirements.
8. The Procuring Entity reserves the right to reject any or all bids, or annul the bidding process, at any time prior to the acceptance of a bid, in accordance with the KPPRA Rules, 2014.

SECRETARY
BISE Peshawar

	BIDDING DATA	
(a)	Tender No.	Admin-03-2026
(b)	Name & Address of the Procuring Entity	Board of Intermediate & Secondary Education Peshawar, Main Jamrud Road, Peshawar.
(c)	Brief Description of Services	Procurement of Vehicles on Rental Basis under an Open Framework Contract, for transportation of confidential examination material (question papers/answer books) between BISE Peshawar and designated Camp Offices/Banks.
(d)	Amount of Bid Security	PKR 100,000/- (fixed amount), in the shape of Call Deposit Receipt (CDR) or valid Bank Guarantee, in favor of the Secretary, BISE Peshawar.
(e)	Performance Security	PKR 200,000/- (fixed amount), in the shape of CDR/Bank Guarantee, in favor of the Secretary, BISE Peshawar, to be furnished within fourteen (14) days of the Letter of Acceptance.
(f)	Period of Bid Validity	90 days from the date of bid opening.
(g)	Deadline for Submission of Bids	As mentioned in invitation for Bids
(h)	Venue, Date & Time of Bid Opening	As mentioned in Invitation for Bids
(i)	Number of Copies of Bid to be Submitted	One (electronic, through e-PADS).
(j)	Bidding Procedure	Single Stage – One Envelope Procedure, in accordance with the Khyber Pakhtunkhwa Public Procurement Rules, 2014, through the e-PADS system.
(k)	Contract Duration	Initial period of one (1) year from the date of signing of contract, extendable up to a cumulative maximum of three (3) years, subject to satisfactory performance and approval of the Competent Authority, on the same terms and conditions, in accordance with the applicable Rules governing Framework Contracts.
(l)	Basis of Award	Contract shall be awarded route-wise, to the lowest evaluated responsive bidder(s) for each respective route, as per the Schedule of Prices/Route List.
(m)	Eligibility Criteria	(i) The bidder must possess valid registration with the Federal Board of Revenue (FBR) for Income Tax and Sales Tax, and with the Khyber Pakhtunkhwa Revenue Authority (KPRA) for provision of services. Scanned copies of the relevant registration certificates shall be attached with the bid. (ii) An affidavit on non-judicial stamp paper, duly attested, stating that the firm has never been blacklisted/debarred by any Government, Semi-Government, Autonomous, or Semi-Autonomous organization. (iii) The bidder must have at least one (1) year of

		experience in providing successful transport/vehicle rental services to a government organization, supported by scanned copies of relevant contracts/work orders.
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INSTRUCTIONS TO BIDDERS

(Non-Consulting Services — Procurement of Vehicles on Rental Basis)

(Note: These Instructions to Bidders (IB), along with the Bidding Data, do not form part of the Contract and shall cease to have effect once the Contract is signed.)

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid: The Procuring Entity, as defined in the Bidding Data (hereinafter called "the Procuring Entity"), wishes to receive Bids for the Services summarized in the Bidding Data (hereinafter referred to as "the Services"). Bidders must quote for the complete scope of Services on the applicable routes. Any Bid covering a partial scope will be rejected as non-responsive, except where the Bidding Data expressly permits route-wise/partial bidding.

1.2 Source of Funds: The Procuring Entity has arranged funds from its own sources.

IB.2 Eligible Bidders

2.1 Bidding is open to all bidders meeting the following requirements:

- (a) Duly registered with the Khyber Pakhtunkhwa Revenue Authority (KPRA) for the purpose of Sales Tax on Services, and with the Federal Board of Revenue (FBR) for Income Tax.
- (b) Duly pre-qualified/enlisted with the Procuring Entity, where applicable.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs, including the Bid Solicitation Documents fee (kept nominal, to cover printing/reproduction costs only) and all other costs associated with the preparation and submission of its bid, and the Procuring Entity shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the bidding process.

BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

In addition to the Invitation for Bids, the Bid Solicitation Documents comprise the following, and are to be read together with any Addendum/Corrigendum issued under Sub-Clause IB.6:

- (i) Instructions to Bidders & Bidding Data
- (ii) Form of Bid & Schedules to Bid — comprising: Schedule A (Schedule of Prices) and Schedule B (Integrity Pact)
- (iii) Conditions of Contract & Contract Data
- (iv) Standard Forms: Form of Bid Security; Form of Performance Security
- (v) Technical Specifications / Scope of Services, including the Route List

A prospective bidder requiring clarification of the Bid Solicitation Documents may notify the Procuring Entity at the address indicated in the Bidding Data. The Procuring Entity will respond to any request for clarification received earlier than seven (7) days prior to the deadline for submission of Bids, and will forward copies of its response, including a description of the enquiry but without identifying its source, to all prospective bidders who have obtained the Bid Solicitation Documents, at least five (5) days prior to the deadline for submission of Bids.

IB.6 Amendment of Bid Solicitation Documents

At any time prior to the deadline for submission of Bids, the Procuring Entity may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid Solicitation Documents by issuing an Addendum/Corrigendum, which shall thereupon form part of the Bid Solicitation Documents and be communicated in writing to all buyers thereof. The Procuring Entity may, at

its discretion, extend the deadline for submission of Bids to afford prospective bidders reasonable time to account for the Addendum/Corrigendum.

PREPARATION OF BIDS

IB.7 Language of Bid

7.1 The bid, and all correspondence and documents relating to the bid exchanged between the bidder and the Procuring Entity, shall be written in the English language, provided that any printed literature furnished by the bidder may be in another language, so long as accompanied by an English translation of its pertinent passages, in which case the English translation shall govern for purposes of interpretation of the bid.

IB.8 Documents Comprising the Bid

The bid prepared by the bidder shall comprise the following:

- (i) Covering Letter
- (ii) Form of Bid, duly filled, signed and sealed, in accordance with Sub-Clause IB.14
- (iii) Schedules to Bid, duly filled and initialed
- (iv) Bid Security furnished in accordance with Clause IB.13, and the Bid Solicitation Documents fee under Clause IB.3.1
- (v) Power of Attorney, in accordance with Sub-Clause IB.14
- (vi) Documentary evidence in accordance with Clause IB.11
- (vii) Documentary evidence in accordance with Clause IB.12

IB.9 Sufficiency of Bid

Each bidder shall satisfy itself, before bidding, as to the correctness and sufficiency of its bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall, except as otherwise expressly provided in the Contract, cover all its obligations under the Contract and all matters necessary for the proper performance of the Services. The bidder is advised to obtain, at its own cost and responsibility, all information necessary for preparing its bid and entering into a Contract for performance of the Services.

IB.10 Bid Prices, Currency of Bid and Payment

The bidder shall fill in the Schedule of Prices (Schedule A to Bid), indicating unit rates on a per-day/per-trip basis, inclusive of all applicable taxes and duties, for each route/vehicle category listed therein. Unless otherwise stipulated in the Conditions of Contract, prices quoted shall remain fixed during the bidder's performance of the Contract and shall not be subject to variation on any account. The unit rates and prices shall be quoted, and payment made, entirely in Pak. Rupees.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing its eligibility to bid and its qualifications to perform the Contract, including evidence of the experience and capability stipulated in the Bidding Data and the eligibility criteria of the Bid Solicitation Documents.

IB.12 Documents Establishing Services' Conformity to Bidding Documents

The bidder shall furnish documentary evidence (such as vehicle registration books, fitness certificates, and route familiarity, as applicable) that the vehicles/services offered conform to the technical requirements set out in the Bid Solicitation Documents.

IB.13 Bid Security

Each bidder shall furnish, as part of its bid, a Bid Security as stipulated in the Bidding Data, in the form of a Call Deposit Receipt or a Bank Guarantee issued by a Scheduled Bank in Pakistan, in favor of the Procuring Entity, valid for a period up to twenty-eight (28) days beyond the bid validity date. The Bid Security shall be submitted from the account of the bidder submitting the bid. Any bid not accompanied by an acceptable Bid Security shall be rejected as non-responsive.

The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder(s) or on expiry of the validity of the Bid Security, whichever is earlier.

The Bid Security may be forfeited: (a) if a bidder withdraws its bid during the period of bid validity; (b) if a bidder does not accept correction of its Bid Price pursuant to Sub-Clause IB.16.4(b); or (c) in the case of a successful bidder, if it fails to furnish the required Performance Security under Clause IB.21, or to sign the Contract Agreement under Sub-Clauses IB.20.2 & 20.3.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening. All Schedules to Bid are to be properly completed and signed; no alteration shall be made except in filling the blanks as directed, failing which the bid may be rejected. Each bidder shall prepare the original and the number of copies specified in the Bidding Data, clearly marked "ORIGINAL" and "COPY"; in the event of discrepancy, the original shall prevail. The original and all copies shall be typed or written in indelible ink and signed by a duly authorized person, supported by a written Power of Attorney; all pages shall be initialed and the official seal affixed. The bid shall be submitted electronically through e-PADS, or delivered as specifically instructed by the Procuring Entity, at the address given in the Bidding Data.

SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

Bids must be received by the Procuring Entity at the address/portal provided in the Bidding Data not later than the time and date stipulated therein. If the specified date is declared a holiday, bids will be received up to the appointed time on the next working day. Bids submitted by telegraph, telex, fax, or e-mail shall not be considered. Any bid received after the deadline will be treated as non-responsive/returned unopened, as applicable. A bidder may modify or withdraw its bid provided the modification or written notice of withdrawal is received prior to the deadline for submission. Withdrawal during the interval between the deadline for submission and expiry of bid validity may result in forfeiture of the Bid Security under Sub-Clause IB.13.

BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

16.1 The Procuring Entity will open the bids, in the presence of bidders or their representatives who choose to attend, at the time, date, and venue stipulated in the Bid Solicitation Documents.

16.2 The name of the bidder, bid modifications/withdrawals, presence of Bid Security, and the total amount of each bid shall be read out and recorded, and a copy of the record made available to any bidder on request. To assist evaluation, the Procuring Entity may, at its discretion, seek written clarification from a bidder, without any change sought, offered, or permitted in the price or substance of the bid.

16.3 Prior to detailed evaluation, the Procuring Entity will determine the substantial responsiveness of each bid — one which conforms to all terms and conditions of the Bid Solicitation Documents without material deviation.

16.4 Arithmetical errors will be rectified; if the bidder does not accept the corrected amount, its bid will be rejected and its Bid Security forfeited. A bid determined substantially non-responsive will be rejected and cannot subsequently be made responsive by correction. Minor informality or non-conformity not amounting to a material deviation may be waived, provided it does not prejudice the relative ranking of other bidders.

16.5 The Procuring Entity will evaluate and compare only bids determined substantially responsive. Evaluation shall be conducted route-wise, as specified in the Bidding Data, and the Evaluated Bid Price for each route/category shall be determined after any correction for arithmetic errors and any appropriate price adjustment for acceptable variations or deviations.

IB.17 Process to be Confidential

17.1 Subject to Sub-Clause IB.16.2, no bidder shall contact the Procuring Entity on any matter relating to its bid between bid opening and announcement of the evaluation result. The evaluation result shall be announced at least ten (10) days prior to award of Contract.

AWARD OF CONTRACT

IB.18 Post Qualification

The Procuring Entity, at any stage of bid evaluation, having credible reasons for or prima facie evidence of any defect in a bidder's capacity, may require the bidder to provide information concerning its professional, technical, financial, legal, or managerial competence, whether already pre-qualified or not, provided such requirement is recorded in writing and forms part of the bid evaluation report.

IB.19 Award Criteria & Procuring Entity's Right

Subject to Sub-Clause IB.19.2, the Procuring Entity will award the Contract, route-wise, to the bidder(s) whose bid has been determined substantially responsive and who has offered the lowest responsive rate for the respective route, as stipulated in the Bidding Data, provided such bidder is determined qualified to satisfactorily perform the Contract under Clause IB.18.

Notwithstanding the foregoing, the Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to acceptance of a bid, under Rule 47(1) of the KP Public Procurement Rules, 2014, without incurring liability to the affected bidders, except that grounds for rejection of all bids shall, upon request, be communicated to any bidder who submitted a bid.

IB.20 Notification of Award & Signing of Contract Agreement

Prior to expiration of the bid validity period, the Procuring Entity will notify the successful bidder(s) in writing ("Letter of Acceptance") that its bid has been accepted. Within seven (7) days of furnishing acceptable Performance Security, the Procuring Entity will send the successful bidder the Form of Contract Agreement, incorporating all agreements between the parties, to be executed within seven (7) days of receipt.

IB.21 Performance Security

The successful bidder shall furnish to the Procuring Entity a Performance Security in the form and amount stipulated in the Conditions of Contract/Bidding Data, within fourteen (14) days of receipt of the Letter of Acceptance. Failure to comply with Sub-Clauses IB.20.2 & 20.3, IB.21.1, or Clause IB.22 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security.

IB.22 Integrity Pact

The bidder shall sign and stamp the Form of Integrity Pact provided in the Bid Solicitation Documents. Failure to provide the same shall render the bid non-responsive.

Note: Bidding Data cross-referenced to the clauses above (Name & Address of Procuring Entity — Clause 1.1/5.1; Amount of Bid Security — Clause 13.1; Bid Validity — Clause 14.1; Number of Copies — Clause 14.4; Address for Bid Submission — Clause 14.6; Deadline for Submission — Clause 15.1; Venue/Date/Time of Bid Opening — Clause 16.1; Eligibility Criteria — Clause IB.2/IB.11) are as set out in the Bidding Data table already furnished in Stage 1 of this document, and need not be repeated here.

FORM OF BID AND SCHEDULES TO BID

FORM OF BID (LETTER OF OFFER)

Bid Reference No.: _____

(Procurement of Vehicles on Rental Basis under an Open Framework Contract)

To: The Secretary, Board of Intermediate & Secondary Education Peshawar.

Dear Sir,

Having examined the Bid Solicitation Documents, including the Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Technical Specifications/Route List, Schedule of Prices, and Addenda No(s). _____ (if any), for the provision of the above-named Services, we, the undersigned, being a [company/firm/individual] carrying on business under the name and style of _____, and having our registered/business address at _____, hereby offer to perform and complete the said Services, and remedy any deficiencies therein, in conformity with the said Documents, including Addenda thereto, at the rates quoted in the attached Schedule of Prices (route-wise), or such other sum as may be ascertained in accordance with the said Documents.

We understand that the Schedule of Prices attached hereto forms part of this Bid, and that the Contract shall be awarded route-wise to the lowest evaluated responsive bidder(s) for each respective route.

As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. _____, drawn in your favor, valid for a period of twenty-eight (28) days beyond the period of validity of the Bid.

We undertake, if our Bid is accepted, to commence and provide the Services within the time(s) stated in the Contract Data, and to abide by this Bid for a period of _____ days from the date fixed for receiving the same, which shall remain binding upon us and may be accepted at any time before expiration of that period.

Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We undertake, if our Bid is accepted, to furnish the Performance Security referred to in the Conditions of Contract for the due performance of the Contract.

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

We do hereby declare that this Bid is made without any collusion, comparison of figures, or arrangement with any other person or persons submitting a bid for the said Services.

Dated this _____ day of _____, 20____

Signature: _____ in the capacity of _____, duly authorized to sign the bid for and on behalf of _____ (Name of Bidder in Block Capitals)

(Seal)

Address: _____

Witness: Signature: _____ Name: _____ NIC No.: _____ Address: _____

SCHEDULE A TO BID

PREAMBLE TO SCHEDULE OF PRICES

General

The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data, and the Technical Specifications/Route List. The Contract shall be for the complete scope of Services on each route as described in these Bid Solicitation Documents; however, in accordance with Clause IB.19 and the Bidding Data, the Contract shall be awarded route-wise to the lowest evaluated responsive bidder(s) for each respective route.

Description

The general description of the Services required on each route is set out in the Route List forming part of the Schedule of Prices. References to the relevant sections of the Bid Solicitation Documents shall be made before entering rates against each route.

Rates and Prices

The rates entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid, on a per-day/per-trip basis (as applicable), and shall be the full and inclusive value of the Services set forth in the Contract. All duties, taxes, and other levies payable by the Contractor — including fuel, driver's salary, maintenance, insurance, tolls, and all other operating costs — shall be included in the quoted rates, and no separate payment shall be made in respect thereof. Unless otherwise stipulated in the Contract Data, the rates quoted shall not be subject to adjustment during the performance of the Contract.

The rates shall be entered against each route in the Schedule of Prices. Any route against which no rate is entered by the bidder shall be treated as not quoted for, and no award shall be made to that bidder for that route.

Payment shall be made only for working/operational days actually utilized, as certified by the Procuring Entity, and the Contractor shall provide complete calculation details along with each invoice.

Required Quantity

The required quantity of vehicles for each route shall be finalized by the Procuring Entity as per the number of examination centers on that route at the relevant time, and the Contractor shall supply vehicles accordingly against work orders issued from time to time. In the event of establishment of a new Camp Office, the rate offered for the nearest existing Camp Office/route shall apply.

SCHEDULE A TO BID

SCHEDULE OF PRICES — ROUTE LIST (BISE PESHAWAR TO CAMP OFFICES/BANKS)

(Note: The routes below are carried over from Tender No. 09/2025 as a working draft. Please confirm/update the current list of Camp Offices/Banks and vehicle types before finalizing.)

S.No	From BISE Peshawar to	Type of Vehicle	Per Day/Per Trip Rate (Incl. all Taxes) — Rs.
1	ABL Hayatabad Bilal Market	Carry Van	
2	ABL PDA branch	Carry Van	
3	MCB Achini Bala	Carry Van	
4	ABL University Town & ABL Nawa Kali Branch	Carry Van	
5	ABL Sunehri Masjid, ABL Dabgari & ABL Saeed Abad	Carry Van	
6	ABL Shekh Abad, ABL Jameel Chowk and ABL Circular Road Kohati Gate Branch	Carry Van	
7	ABL G.T Road, ABL Ghur Mandi, ABL Truck Stand	Carry Van	
8	ABL Charsadda Road, ABL Dalazak Road, MCB Dalazak Road	Carry Van	
9	ABL Warsak Road	Carry Van	
10	Tariq bin ziyad camp office Surizai	Carry Van	
11	HBL Mathra	Carry Van	
12	Camp Office GHS Sufaid Sung	Carry Van	
13	Camp Office Nahaqi	Carry Van	
14	Camp Office GHS Chagharmatti	Carry Van	
15	HBL Badaber	Carry Van	
16	MCB Mattani	Carry Van	
17	Camp Office High School Shamshatoo	Carry Van	
18	Camp Office GHSS Sama Badabera	Carry Van	
19	Camp Office GHS Speen Dhand	Carry Van	
20	ABL Alamgudar Road	Carry Van	
21	Camp Office Shere Kara	Carry Van	
22	HBL Landi Kotal District Khyber	Carry Van	
23	Camp Office No.1 Jamrud District Khyber & Camp office no 2 Jamrud	Hiace	
24	GHS Said Azam Killi FR Peshawar	Carry Van	
25	GHS Maidan Terah District Khyber	CAR	
26	Camp Office Iqra School & College Bara	Carry Van	
27	MCB Charsadda, ABL Charsadda, ABL Umerzai, MCB Tangi, NBP Charsadda	Hiace	
28	HBL Sardheri, Camp Office Mandani	Carry Van	
29	HBL sardheri to Central jail mardan	Carry Van	
30	HBL Harichand	Carry Van	
31	ABL Shabqadar, MCB Shabqadar	Carry Van	

S.No	From BISE Peshawar to	Type of Vehicle	Per Day/Per Trip Rate (Incl. all Taxes) — Rs.
32	ABL Ghalani Lal Muhammad Market	Carry Van	
33	Camp Office GHS Sando Khel Ghalanai	Carry Van	
34	Camp office Ghallani to Lakrarai	Car	
35	Camp Office Lowe Shalman	CAR	
36	Camp Office Kam Shalman	CAR	
37	Camp Office Jan Khan Killi Bara	Carry Van	
38	Camp Office Government Degree College Lakarai, Mohmand	Carry Van	
39	ABL Forest Bazar, Peshawar	Carry Van	
40	ABL Arbab Road, Peshawar	Carry Van	
41	Camp Office GHS Mian Gujar Peshawar	Carry Van	
42	GHSS Shalobar Terah	CAR	
43	BISEP Camp Office Gol Dor Chowk, Chitral	Truck	

Additional / Return Routes

S.No	Route	Type of Vehicle	Per Day/Per Trip Rate (Incl. all Taxes) — Rs.
44	From GHSS Shalobar Terah to: GHS Hashim Khan, Bar Bagh, Terah	CAR	
45	From BISEP Camp Office Gol Dor Chowk, Chitral to: BISE Peshawar Office	Truck	

Note: Quoted rates must be inclusive of all taxes and charges. Evaluation shall be made route-wise, and the Contract shall be awarded to the lowest evaluated responsive bidder(s) for each respective route.

SCHEDULE B TO BID

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION, AND BROKERAGE ETC. PAID IN SERVICE
CONTRACTS**

Contract No.: _____ Dated: _____ Contract Value: _____

Contract Title: Procurement of Vehicles on Rental Basis under an Open Framework Contract

_____ [name of the Bidder] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege, or other obligation or benefit from the Government of Khyber Pakhtunkhwa, or any administrative subdivision or agency thereof, or the Board of Intermediate & Secondary Education Peshawar, through any corrupt business practice.

Without limiting the generality of the foregoing, the Bidder represents and warrants that it has fully declared the brokerage, commission, fees, etc. paid or payable to anyone, and has not given or agreed to give, and shall not give or agree to give, to anyone within or outside Pakistan, directly or indirectly, 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 this Contract, except that which has been expressly declared pursuant hereto.

The Bidder 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 obtained as aforesaid shall, without prejudice to any other rights and remedies available to the Procuring Entity under any law, contract, or other instrument, be voidable at the discretion of the Procuring Entity.

Signature: _____ Name & Designation: _____ For and on behalf of: _____
(Seal)

CONDITIONS OF CONTRACT

(Tailored for Procurement of Vehicles on Rental Basis — Non-Consulting Services — under an Open Framework Contract. Clauses applicable only to physical construction Works — Design by Contractor, Site handover, defects/maintenance liability, and day-work valuation of Variations — have been omitted or replaced, consistent with the tailoring instructions of the KPPRA-notified Standard Bidding Documents.)

1. GENERAL PROVISIONS

Definitions

"Contract" means the Contract Agreement and the other documents listed in the Contract Data. "Procuring Entity" means Board of Intermediate & Secondary Education Peshawar, as named in the Contract Data. "Contractor" means the person/firm/company named in the Contract Data. "Party" means either the Procuring Entity or the Contractor. "Commencement Date" and "Contract Period" have the meanings given in the Contract Data. "Day" means a calendar day. "Services" means the provision of vehicles on rental basis, including the driver, fuel, and all operating costs, for transportation of confidential examination material between BISE Peshawar and the designated Camp Offices/Banks listed in the Route List, and any Variation thereof. "Work Order/Call-Off Order" means the schedule issued by the Procuring Entity from time to time specifying the route, vehicle, and timing for which the Contractor is required to perform the Services. "Cost" means all expenditure properly incurred by the Contractor. "Country" means the Islamic Republic of Pakistan; "Province" means Khyber Pakhtunkhwa. "Force Majeure" means an event or circumstance beyond a Party's reasonable control which makes performance of its obligations illegal or impracticable. "Variation" means a change instructed by the Procuring Entity under Clause 9.

Interpretation, Priority of Documents, Law, Communications

Words importing persons or parties include firms and organizations; words importing the singular or one gender include the plural and the other gender, where the context requires. The documents forming the Contract are mutually explanatory; in case of ambiguity or discrepancy, the order of priority shall be as listed in the Contract Data. The law of the Contract is the relevant Law of Khyber Pakhtunkhwa Province. All communications relating to the Contract shall be in the English language.

Statutory Obligations

The Contractor shall comply with the laws of the Islamic Republic of Pakistan and shall give all notices and pay all fees, charges, and taxes in respect of the Services, including registration, licensing, and taxation requirements applicable to its vehicles, drivers, and business operations.

2. THE PROCURING ENTITY

Issuance of Work Orders

The Procuring Entity shall issue Work Orders/Call-Off Orders to the Contractor from time to time, specifying the route(s), vehicle(s), and schedule for which Services are required, having regard to the number of examination centers on each route at the relevant time.

Instructions

The Contractor shall comply with all instructions given by the Procuring Entity in respect of the Services, including any change of schedule or route communicated from time to time.

Approvals

No approval, consent, or absence of comment by the Procuring Entity shall affect the Contractor's obligations under the Contract.

3. PROCURING ENTITY'S REPRESENTATIVE

The Procuring Entity shall notify the Contractor of its duly authorized representative, as identified in the Contract Data, who shall coordinate with the Contractor for the day-to-day performance of the Services, including issuance of schedules and confirmation of satisfactory performance.

4. THE CONTRACTOR

General Obligations

The Contractor shall provide the Services properly and in accordance with the Contract, and shall be responsible for all vehicle expenses, including fuel, repairs, maintenance, tolls, challans, wages, rent, and insurance. Drivers engaged by the Contractor must be responsible Pakistani citizens holding a valid driving license, familiar with local routes, and shall wear neat and clean attire, observe all applicable protocols, and shall not use intoxicants or any substance affecting driving ability. The Contractor or its designated representative shall be physically present at BISE Peshawar to supervise the departure of vehicles on a daily basis, and shall maintain a valid contact number available round the clock. Every vehicle must reach the designated starting point at least fifteen (15) to twenty (20) minutes before scheduled departure, failing which the Contractor shall be liable to the penalty stipulated in the Contract Data. Vehicles supplied under this Contract shall not be used for any commercial or other purpose during the timings specified for the Services.

Contractor's Representative

The Contractor shall coordinate with the Procuring Entity's Representative (Admin Officer, BISE Peshawar) throughout the Contract Period regarding schedules and any issues arising in the performance of the Services.

Subcontracting

The Contractor shall not subcontract the whole of the Services, and shall not subcontract any part thereof without the prior written consent of the Procuring Entity.

Performance Security

The Contractor shall furnish to the Procuring Entity, within fourteen (14) days of receipt of the Letter of Acceptance, a Performance Security in the form and amount stipulated in the Contract Data, valid throughout the Contract Period including any extension thereof.

5. PROCURING ENTITY'S RISKS

The Procuring Entity's Risks are: (a) war, hostilities, invasion, or act of foreign enemies within the Country; (b) rebellion, terrorism, revolution, insurrection, or civil war within the Country; (c) riot, commotion, or disorder by persons other than the Contractor's personnel, affecting performance of the Services; and (d) a suspension of the Services instructed by the Procuring Entity, unless attributable to the Contractor's failure.

6. CONTRACT PERIOD & PERFORMANCE OF SERVICES

Commencement and Duration

The Contractor shall commence the Services on the Commencement Date and shall provide the Services throughout the Contract Period stated in the Contract Data, in accordance with Work Orders issued from time to time.

Non-Availability / Late Arrival

In case a vehicle supplied is not found satisfactory, or fails to arrive within the time specified above, it shall be liable to immediate replacement by the Contractor. If replacement is not provided in time, the Procuring Entity shall have the right to hire a vehicle from the open market, and the additional cost so incurred shall be recovered from the Contractor, in addition to the penalty stipulated in the Contract Data for the default.

Discontinuation of Service by Contractor

If, during the Contract Period, the Contractor intends to discontinue the Services, it shall be under a legal obligation to issue notice of withdrawal at least sixty (60) days in advance, failing which the Performance Security shall be liable to forfeiture.

New Camp Offices

In the event of establishment of a new Camp Office during the Contract Period, the rate offered for the nearest existing Camp Office/route shall apply, unless otherwise agreed in writing.

7. VERIFICATION OF SERVICES RENDERED

The Contractor shall submit, along with each monthly invoice, complete calculation details of the operational/working days for which payment is claimed. Payment shall be made only in respect of days on

which the Services were actually rendered to the satisfaction of the Procuring Entity's Representative, who shall verify the same prior to processing of payment.

8. REPLACEMENT / RECTIFICATION OF UNSATISFACTORY SERVICE

Where a vehicle or driver supplied does not meet the requirements of the Contract, the Procuring Entity's Representative may require immediate replacement by the Contractor at no additional cost. Repeated failure to provide satisfactory replacement shall constitute a default under Clause 11.

9. VARIATIONS

The Procuring Entity may, by written instruction, vary the number of vehicles, routes, or frequency of Services required under this Framework Contract, having regard to the actual requirement (including the number of examination centers) from time to time, at the rates fixed under the Contract for the relevant route/vehicle category. No variation in the fixed unit rates shall be made during the Contract Period save as expressly provided in the Contract Data.

10. CONTRACT PRICE AND PAYMENT

Payment shall be made to the Contractor on a monthly basis, in arrears, at the rates fixed under the Contract for each route/vehicle category actually utilized, subject to verification under Clause 7, and subject to deduction of all applicable taxes (including Income Tax and Sales Tax) in accordance with the prevailing Government Rules and Notifications. Payment terms are as stipulated in the Contract Data. The rates quoted by the Contractor and accepted under the Contract shall remain fixed for the Contract Period and shall not be subject to variation on any account, save as expressly permitted under the Contract Data. Payment shall be made in Pak. Rupees.

11. DEFAULT

Default by Contractor

If the Contractor fails to comply with any condition of the Contract, refuses or fails to provide the Services as per Work Orders, or is, despite written complaint, in breach of the Contract, the Procuring Entity may give notice stating the default. If the Contractor has not remedied the default within fourteen (14) days of receipt of such notice, the Procuring Entity may, by a second notice given within a further twenty-one (21) days, terminate the Contract and forfeit the Performance Security and any other payments due to the Contractor, without prejudice to any other right or remedy available to the Procuring Entity.

Default by Procuring Entity

If the Procuring Entity fails to pay in accordance with the Contract, or is, despite written complaint, in breach of the Contract, and the default is not remedied within fourteen (14) days of notice, the Contractor may suspend the Services; and if the default is not remedied within a further twenty-eight (28) days, the Contractor may, by a second notice given within a further twenty-one (21) days, terminate the Contract.

Insolvency

If a Party is declared insolvent under any applicable law, the other Party may, by notice, terminate the Contract immediately.

12. RISKS AND RESPONSIBILITIES

Contractor's Responsibility

The Contractor shall be fully responsible for the vehicles supplied and their drivers throughout the performance of the Services. In case of any accident, all claims arising therefrom shall be met by the Contractor, and the Contractor shall indemnify the Procuring Entity against all claims, loss, damage, and expense arising out of the Services, save to the extent caused by any of the Procuring Entity's Risks under Clause 5.

Force Majeure

If Force Majeure occurs, the affected Party shall notify the other Party immediately. If the event continues for a period of eighty-four (84) days, either Party may give notice of termination, which shall take effect twenty-eight (28) days after such notice. Upon termination, the Contractor shall be entitled to payment of the

unpaid balance of Services rendered up to the date of termination, less any sums due to the Procuring Entity, to be settled within thirty-five (35) days of the notice of termination.

13. INSURANCE

The Contractor shall, throughout the Contract Period, maintain comprehensive vehicle insurance and third-party liability insurance in respect of all vehicles deployed under the Contract, at its own cost, and shall provide the Procuring Entity's Representative with evidence that such insurance is in force upon request. Failure to maintain such insurance shall constitute a default under Clause 11.

14. RESOLUTION OF DISPUTES

In case of any dispute arising before or after execution of the Contract, the Parties shall first attempt to resolve the matter amicably. Failing amicable resolution, the dispute shall be resolved in accordance with the Khyber Pakhtunkhwa Public Procurement Rules, 2014, and, to the extent not covered thereby, in accordance with the Arbitration Act, 1940, and the decision/award so rendered shall be final and binding on both Parties. Any hearing shall be held at the venue specified in the Contract Data.

15. INTEGRITY PACT

If the Contractor, or any of its agents or servants, is found to have violated the Integrity Pact signed as Schedule-B to its Bid, the Procuring Entity shall be entitled to: (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, or kickback given by the Contractor or its agents/servants; (b) terminate the Contract; and (c) recover from the Contractor any loss or damage suffered by the Procuring Entity as a result of such termination or corrupt practice.

CONTRACT DATA	
Clause 1 — Procuring Entity	Board of Intermediate & Secondary Education Peshawar, Main Jamrud Road, Peshawar.
Clause 1 — Contractor	[Name and address of successful bidder — to be inserted at contract signing]
Clause 1 — Priority of Documents	(i) Contract Agreement; (ii) Letter of Acceptance; (iii) this Bid (Form of Bid & Schedules); (iv) Conditions of Contract & Contract Data; (v) Instructions to Bidders & Bidding Data; (vi) Technical Specifications/Route List.
Clause 1 — Commencement Date	[Date of signing of Contract, or as notified in the Letter of Acceptance]
Clause 1 — Contract Period	One (1) year from the Commencement Date, extendable up to a cumulative maximum of three (3) years, subject to satisfactory performance and approval of the Competent Authority.
Clause 3 — Procuring Entity's Representative	Admin Officer, BISE Peshawar (or such other officer as may be notified in writing).
Clause 4.4 — Performance Security	Rs. 200,000/- (fixed amount), in the form of CDR/Bank Guarantee, valid throughout the Contract Period (including any extension).
Clause 6 — Penalty for Late Arrival/Non-Availability	[Rate per day/per instance of delay or non-availability — Procuring Entity to insert, e.g., a fixed sum per default or % of the daily rate for the route concerned]
Clause 10 — Payment Terms	Monthly, in arrears, against invoice and supporting log/attendance record, within [] days of verification by the Admin Section, subject to deduction of applicable taxes.
Clause 13 — Insurance	Comprehensive vehicle insurance and third-party liability insurance, in the name of the Contractor, to be maintained throughout the Contract Period at the Contractor's own cost.
Clause 14 — Venue of Dispute Resolution	Peshawar.

BID SOLICITATION DOCUMENTS

PROCUREMENT OF VEHICLES ON RENTAL BASIS UNDER OPEN FRAMEWORK CONTRACT — BOARD OF INTERMEDIATE & SECONDARY EDUCATION PESHAWAR

SUMMARY OF CONTENTS

- (I) Invitation for Bids [Stage 1]
- (II) Instructions to Bidders & Bidding Data [Stages 1 & 2]
- (III) Form of Bid & Schedules to Bid [Stage 3]
- (IV) Conditions of Contract & Contract Data [Stage 4]
- (V) Standard Forms (Bid Security, Performance Security) [Stage 5]
- (VI) Form of Contract Agreement [Stage 5]
- (VII) Technical Specifications / Route List [within Stage 3, Schedule A]

STANDARD FORMS

FORM OF BID SECURITY (Bank Guarantee)

Guarantee No.: _____ Executed on: _____

(Letter by the Guarantor to the Procuring Entity)

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____

Name of Principal (Bidder) with address: _____

Penal Sum of Security (in words and figures): _____

Bid Reference No.: _____ Date of Bid: _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we, the Guarantor above-named, are held and firmly bound unto the Board of Intermediate & Secondary Education Peshawar (hereinafter called "the Procuring Entity") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid, numbered and dated as above, for the procurement of vehicles on rental basis under an Open Framework Contract, to the said Procuring Entity; and

WHEREAS the Procuring Entity has required, as a condition for considering the said Bid, that the Principal furnish a Bid Security in the above-stated sum, conditioned that the Bid Security shall remain valid for a period of twenty-eight (28) days beyond the period of validity of the Bid, and that in the event of: (a) the Principal withdrawing its Bid during the period of bid validity; or (b) the Principal not accepting correction of its Bid Price under Sub-Clause IB.16.4(b); or (c) failure of the successful bidder to furnish the required Performance Security under Sub-Clause IB.21.1, or to sign the Contract Agreement under Sub-Clauses IB.20.2 & 20.3 — the entire sum shall be paid immediately to the Procuring Entity.

NOW THEREFORE, if the successful bidder shall, within the period specified, enter into a formal Contract Agreement with the said Procuring Entity in accordance with its Bid as accepted, and furnish, within fourteen (14) days of receipt of the Letter of Acceptance, a Performance Security as required, then this obligation shall be void and of no effect; otherwise it shall remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Entity the said sum upon its first written demand, without cavil or argument and without requiring the Procuring Entity to show grounds for such demand, notice of which shall be sent by registered post to the Guarantor's address given above.

PROVIDED ALSO THAT the Procuring Entity shall be the sole and final judge as to whether the Principal has duly performed its obligations or has defaulted, and the Guarantor shall pay the stated sum upon first written demand, without reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bound Guarantor has executed this instrument under its seal on the date indicated above.

Guarantor (Bank): _____ Witness 1: Signature/Name/Title/Address: _____
_____ Witness 2: Signature/Name/Title/Address: _____ (Corporate
Seal)

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Guarantee No.: _____ Executed on: _____

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____

Name of Principal (Contractor) with address: _____

Penal Sum of Security (in words and figures): _____

Letter of Acceptance No.: _____ Dated: _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid Solicitation Documents and the above-said Letter of Acceptance (hereinafter called "the Documents"), and at the request of the said Principal, we, the Guarantor above-named, are held and firmly bound unto the Board of Intermediate & Secondary Education Peshawar (hereinafter called "the Procuring Entity") in the penal sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Entity's above-said Letter of Acceptance for the provision of Vehicles on Rental Basis under an Open Framework Contract for BISE Peshawar.

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfil all the undertakings, covenants, terms, and conditions of the said Documents during the original Contract Period and any extension thereof granted by the Procuring Entity, with or without notice to the Guarantor (which notice is hereby waived), then this obligation shall be void; otherwise it shall remain in full force and effect until all requirements of Clause 8 (Replacement/Rectification of Unsatisfactory Service) and other obligations under the Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above, and it is a condition of any liability attaching to us that a claim for payment in writing be received within the validity period of this Guarantee, failing which we shall be discharged of our liability hereunder.

We, the Guarantor, waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Entity, without delay, upon its first written demand, without cavil or argument, any sum up to the amount stated above, against the Procuring Entity's written declaration that the Principal has refused or failed to perform its obligations under the Contract.

PROVIDED ALSO THAT the Procuring Entity shall be the sole and final judge as to whether the Principal (Contractor) has duly performed its obligations under the Contract or has defaulted, and the Guarantor shall pay the stated sum upon first written demand, without reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bound Guarantor has executed this instrument under its seal on the date indicated above.

Guarantor (Bank): _____ Witness 1: Signature/Name/Title/Address: _____
Seal) _____ Witness 2: Signature/Name/Title/Address: _____ (Corporate

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called "the Agreement") is made this _____ day of _____, 20____, between the Board of Intermediate & Secondary Education Peshawar (hereinafter called "the Procuring Entity") of the one part, and M/s. _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Procuring Entity invited bids from interested contractors for the Procurement of Vehicles on Rental Basis under an Open Framework Contract, vide Tender No. _____, and the Contractor's bid has been accepted on the terms and conditions set out in the Bid Solicitation Documents (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS UNDER:

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

The Contract shall be effective for a period of one (1) year from the date of signing of this Agreement, renewable up to a cumulative maximum of three (3) years on the terms and conditions stated in the Bid Solicitation Documents, subject to satisfactory performance and approval of the Competent Authority. The Contract may be terminated by the Procuring Entity without assigning any reason, on sixty (60) days' notice, or as otherwise provided in the Conditions of Contract.

The following documents, after incorporating addenda (if any), except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, in the following order of priority:

- (i) This Contract Agreement;
- (ii) The Letter of Acceptance / Notification of Award;
- (iii) The completed Form of Bid, along with the Schedules to Bid (including the priced Schedule of Prices/Route List);
- (iv) Conditions of Contract & Contract Data;
- (v) Instructions to Bidders & Bidding Data;
- (vi) Technical Specifications/Route List; and
- (vii) Work Order(s)/Call-Off Order(s) issued from time to time.

In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to provide the Services and remedy any deficiencies therein, in conformity and in all respects with the provisions of the Contract.

The Procuring Entity hereby covenants to pay the Contractor, in consideration of the Services provided as per the provisions of the Contract, the Contract Price, or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month, and year first above written, in accordance with their respective laws.

Signature of the Contractor: _____ (Seal)
_____ (Seal)

Signature of the Procuring Entity:

Signed, Sealed and Delivered in the presence of:

Witness 1 (Name, Title & Address): _____

Witness 2 (Name, Title & Address):