KHYBER PAKHTUNKHWA
CULTURE & TOURISM
AUTHORITY

BID SOLICITATION DOCUMENTS

FOR

E-TENDER NOTICE

“INNOVATIVE INTERVENTION
IN TOURISM SECTOR‖

SUPPLY & INSTALLATION OF MONITORING & DISPLAY SYSTEMS FOR STCMS.
(PACKAGE-II)

Under

National Competitive Bidding (NCB)

2026

Note: The bidder is expected to examine the Bidding Documents carefully, including all instructions, forms, terms, specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

PREFACE

These Bidding Documents have been prepared for use by **Khyber Pakhtunkhwa, Culture and Tourism Authority** for contracting Firm/company/Service Provider **INNOVATIVE INTERVENTION IN TOURISM SECTOR SUPPLY & INSTALLATION OF MONITORING & DISPLAY SYSTEMS FOR STCMS (PACKAGE-II)** through **E-Pak Acquisition and Disposal System (EPADS)** National Competitive Bidding (NCB) Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014.

In order to simplify the preparation of bidding documents for procurement, the Bidding Documents are grouped in two parts based on provisions which would remain the same for every procurement and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part two which is further organized into six sections. Sections I, II, III, IV, and V, respectively contain Invitation for Bids; Bid Data Sheet; Special Conditions of Contract; Schedule of Requirements; Technical Specifications; and the forms to be used, while Section VI is about Sample Forms.

KHYBER PAKHTUNKHWA
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Khyber Pakhtunkhwa
Forget Everything Else!

CORRIGENDUM/ADDENDUM

Reference to advertisement No. INF (P) 4183/ 26 published in daily **The News, Aaj & Express dated 15/8/2026** regarding **Innovative Intervention in Tourism Sector.** The last date of bid submission has been extended to **14/9/2026.** Revised/updated Bid Solicitation. Documents as discussed in Pre-bid meeting held on 24/08/2026 can be downloaded from **E-Pak Acquisition and Disposal System (EPADS).**

All other terms and Conditions of the bidding documents, timing of bid submission and opening shall remain unchanged. These amendments are to ensure transparency and comparability in the evaluation of bids.

DIRECTOR GENERAL
Khyber Pakhtunkhwa, Culture & Tourism Authority,
Olympic Plaza, Peshawar Sports Complex, Stadium Road,
Peshawar Cantt. Phone # 091-9211091, Fax # 091-9210871

ZERO TOLERANCE TO CORRUPTION **INF(P) 4420/26**

12x2

TENDER DOCUMENT

INNOVATIVE INTERVENTION

IN TOURISM SECTOR

SUPPLY & INSTALLATION OF MONITORING & DISPLAY SYSTEMS FOR STCMS

(PACKAGE-II)

The proposal will be opened via **EPADS platform on 14-09-2026 at 11:30 am** sharp in the conference hall of Khyber Pakhtunkhwa Culture and Tourism Authority in the presence of the Procurement Committee under the chairmanship of the Chairman Procurement Committee, KP-CTA.

Name of the Company / Firm:

____

Address of the Correspondent:

____

____

Date:______________________ ____________________

Signature and Seal

Telephone No: _________________ Fax No:_____________

E mail: ________________________

<u>**MANDATORY REQUIRED CHECKLIST**</u>

S. No.	Required Documents	Bidder's Initial Checklist	Document Name Provided
1.	NTN Certificate & STRN		
2.	KPRA Certificate		
3.	On Active Taxpayers List of FBR & KPRA		
4.	Registration/Incorporation/Business Certificate		
5.	Complete Company profile		
6.	Firm's past performance certificates Relevant Supply Orders / Work Orders along with the completion certificates ***(mandatory)*** issued by the "Government, Semi Government, Autonomous Body/Private".		
7	The Original Equipment Manufacturer (OEM) of quoted hardware/equipment (CCTV Solution, Servers, Firewall, Switches, UPS, Desktops & Laptops only) must have authorized service depot/center in Pakistan. List of service centers with addresses must be submitted. OEM authorization letter (MAL) on OEM letterhead confirming service center locations, with addresses and contact details		
8	Bidder must submit audited financial statements (Balance Sheet + Profit & Loss) for the last fiscal year, duly signed and stamped by a practicing Chartered Accountant. Unaudited statements will NOT be accepted.		
9.	• An affidavit on stamp paper of Rs. 100/- submitting following clauses: that • The undersigned are not blacklisted or facing debarment from any Government/Semi Government/Autonomous Organization • All the information and document provided valid and update to the best of our knowledge. • We undertaking in their technical bids that the requisite bid security is included in their Financial Bid		
10.	Bid Validity period of 90 days		

Signature & Stamp

Note: All the interested bidders will be required to submit following checklist completed in all respects. Any service provider fails to submitting signed checklist will be disqualified.

TABLE OF CONTENTS

Sr. No.	PART ONE: FIXED CONDITION OF THE CONTRACT	Page No.
1.	Section I. Instruction to Bidders ………………………………………………	05
2.	Section II. General Condition of the Contract (GCC) ………………………	19
	PART TWO: VARIABLE CONDITION OF THE CONTRACT	
3.	Section I. Invitation for Bids……………………………………………………	28
4.	Section II. Bid Data Sheet…………………………………………………..……	29
5.	Section III. Special Conditions of Contract…………………………………	32
6.	Section IV. Schedule of Requirements & Evaluation Criteria ……………	34
7.	Section V. Technical Specifications…………………………...…..………	38
8.	Section VI. Sample Forms……………………………………………..……….	39

PART-ONE

FIXED CONDITIONS OF CONTRACT

1. **Instructions to Bidders (ITB)**
2. **General Conditions of Contract (GCC)**

Note: *Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully for filling up the Bidding Documents properly in order to become responsive.*

Part One: Instruction to Bidders (ITB)

Table of Clauses

INSTRUCTIONS TO BIDDERS

A. Introduction

1. Source of Funds

1.1 The Khyber Pakhtunkhwa Culture and Tourism Authority as mentioned in the **Bid Data Sheet (BDS)** from **Innovative Intervention in Tourism Sector** ADP Code: 1858 / 251487 (2025-26)

2. Eligible Bidders

2.1 This Invitation for Bids (IFB) is open to all eligible local and national firms/companies/services providers having five (5) years year experience as mentioned in the **Bid Data Sheet (BDS)**.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to perform services for the preparation of the design, specifications, and other documents to be used for **INNOVATIVE INTERVENTION IN TOURISM SECTOR *"SUPPLY & INSTALLATION OF MONITORING & DISPLAY SYSTEMS FOR STCMS (PACKAGE-II)"*** under this Invitation for Bids.

2.3 Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Khyber Pakhtunkhwa.

2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPPRA Rules 2014.

2.5 The Bidder should be register with Income Tax, STRN & KPRA Department, and must be reflected as Active Tax Payer List of FBR & KPRA.

2.6 If the bidder is applying for this bid by any consortium, joint venture and association is not eligible for this bid and the bid may be consider non responsive and rejected.

3. Eligible Services

3.1 All services to be performed under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such services.

3.2 For purposes of this clause, ―origin‖ means the place from which the Services are perform.

3.3 The origin of services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as ―the Procuring agency,‖ will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Procedure

5. The Governing Rule

5.1 The Bidding procedure shall be governed by the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services KPPRA Rules, 2014.

6. Applicable Bidding Procedure

6.1 The bidding procedure is governed by Rule 14(2)(b) KPPRA Rules, 2014. Bidders are advised also to refer to the **Bid Data Sheet (BDS)** to confirm the Bidding procedure applicable in the present bidding process.

6.2 The bidding procedure prescribed in the Bid Data Sheet is explained below:

Single Stage, Two Envelope Procedure (Rule 6(2)(b) KPPRA 2014)

i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the **Technical Proposal and the Financial Proposal through EPADS platform.**

ii) Initially, only **"TECHNICAL PROPOSAL"** shall be opened; technical proposal is to determine the technical strength and consideration of the eligibility of the firm for the bidding process, which is to be carried out before the opening of the financial bids.

iii) **FINANCIAL PROPOSAL** shall be opened qualified bidder only;

iv) the Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;

v) during the technical evaluation no amendments in the technical proposal shall be permitted;

vi) the financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;

vii) After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidders; and

viii) The bid found to be the best evaluated having lowest price shall be accepted

C. The Bidding Documents

7. Content of Bidding Documents

7.1 The bidding documents include:

a) Instructions to Bidders (ITB)
b) Bid Data Sheet
c) General Conditions of Contract (GCC)
d) Special Conditions of Contract (SCC)
e) Schedule of Requirements

f) Technical Specifications
g) Bid Form and Price Schedules
h) Bid Security Form
i) Contract Form
j) Performance Security Form
k) Affidavit on judicial Stamp Pap

7.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

8. Clarification of Bidding Documents

8.1 An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Bidding Procuring agency will respond in writing to any request for Documents clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents. Any objection or reservation on the BSD shall be submitted in writing in the pre-bid meeting by the interested bidder or by the authorized representative‖

9. Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.

9.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.

9.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

D. Preparation of Bids

10. Language of Bid

10.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the **Bid Data Sheet**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

11. Documents Comprising the Bid

11.1 The bid prepared by the Bidder shall comprise the following components:

a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 12, 13, and 14
b) documentary evidence established in accordance with ITB Clause 15 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
c) bid security furnished in accordance with ITB Clause 17.

12. Bid Form

12.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the services to be perform, a brief description of the services.

13. Bid Prices

13.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the services it proposes to perform under the contract.

13.2 Prices indicated on the Price Schedule shall be delivered, all Government tax inclusive prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.

13.3 The Bidder's separation of price components in accordance with ITB Clause 13.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.

13.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 27. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

14. Bid Currencies

14.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

15. Documents Establishing Bidder's

15.1 Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

15.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.

Eligibility and Qualification	15.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction: a) that the Bidder has the financial, technical, and production capability necessary to perform the contract; b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
16. Documents Establishing Services' Eligibility and Conformity to Bidding Documents	16.1 Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all services which the Bidder proposes to perform under the contract. 16.2 The documentary evidence of the eligibility of the services shall consist of a statement in the Price Schedule of the country of origin of the services offered which shall be confirmed by a certificate of origin issued at the time of delivery. 16.3 The documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the essential technical and performance characteristics of the services; b) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
17. Bid Security	17.1 Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet. [The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid][1] 17.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 17.7. 17.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms: a) Irrevocable encashable on-demand Bank call-deposit. 17.4 Any bid not secured in accordance with ITB Clauses 17.1 and 17.3 will be rejected by the Procuring agency as non-responsive, pursuant to ITB Clause 27.

[1] Inserted by KPPRA Notification No. KPPRA/M&E/Estt:/1-12/2017-18 dated April 05, 2018.

17.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 18.

17.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 35, and furnishing the performance security, pursuant to ITB Clause 36.

17.7 The bid security may be forfeited:

a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
b) in the case of a successful Bidder, if the Bidder fails:
   i. to sign the contract in accordance with ITB Clause 35;

   or

   ii. to furnish performance security in accordance with ITB Clause 36.

18. Period of Validity of Bids

18.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 21. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive.

18.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 16 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

19. Format and Signing of Bid

19.1 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid shall be sign and stamp by the person or persons signing the bid otherwise the bid shall be rejected by the Procuring agency as non-responsive.

19.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

19.3 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

E. Submission of Bids

20. Sealing and Marking of Bids

20.1 With the implementation of **EPADS,** this clause shall be deemed complied with through electronic submission on EPADS. Bids shall be submitted through EPADS only, and no hard copies are required. References to other sections/clauses shall remain applicable.

20.2 The inner and outer envelopes shall:

a. be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
b. bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: ―DO NOT OPEN BEFORE,‖ to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

20.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared ―late‖.

20.4 If the outer envelope is not sealed and marked as required by ITB Clause 20.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

21. Deadline for Submission of Bids

21.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 20.2 no later than the time and date specified in the Bid Data Sheet.

21.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 9, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

22. Late Bids

22.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 21 will be rejected and returned unopened to the Bidder.

23. Bidding for Selective Items

23.1 Bid for selective items from the list of services provided for in the Schedule of Requirements, Bidder cannot bid for partial quantities of an item in the Schedule of requirement. THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE SCHEDULE OF REQUIREMENT otherwise the bid may be consider non-responsive and straightway be rejected.

24. Modification And Withdrawal of Bids

24.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.

24.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 20 by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

24.3 No bid may be modified after the deadline for submission of bids.

24.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 17.7.

F. Opening and Evaluation of Bids

25. Opening of Bids by the Procuring agency

25.1 The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

25.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 22.

25.3 Bids (and modifications sent pursuant to ITB Clause 24.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

25.4 The Procuring agency will prepare minutes of the bid opening.

26. Clarification of Bids

26.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

27. Preliminary Examination

27.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

27.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

27.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

27.4 Prior to the detailed evaluation, pursuant to ITB Clause 28 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 17), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

27.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity, any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:

- Received without earnest money;
- Received without original slip of tender fee;
- It is received after the date and time fixed for its receipt;
- The Bid Solicitation Document (BSD) each page shall be signed and stamped;
- The offer is ambiguous;
- The offer is conditional i.e. advance payment or currency fluctuations etc.;
- The offer is from blacklisted firm in any Federal / Provincial Government Department; and
- The offer is for store / items not conforming to the specifications indicated in the tender enquiry;
- Received without affidavit;
- Received without registration certificates;

28. Evaluation and Comparison of Bids

28.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB

28.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these Standard Bidding Documents (SBDs).

28.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day.

28.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

29. Contacting the Procuring agency

29.1 Subject to ITB Clause 26, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.

29.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

G. Award of Contract

30. Post-qualification

30.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 15.3.

30.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 15.3, as well as such other information as the Procuring agency deems necessary and appropriate.

30.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

31. Award Criteria

31.1 Subject to ITB Clause 33, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

32. Procuring agency's Right to Vary required Services at Time of Work Order

32.1 The Procuring agency reserves the right at the time of issuance of work order during the period of contract increase or decrease, the required services originally specified in the Schedule of Requirements, contract agreement without any change in unit price or other terms and conditions.

33. Procuring agency's Right to Accept any Bid and to Reject any or All Bids

33.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

34. Notification of Award

34.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

34.2 The notification of award will constitute the formation of the Contract.

34.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 36, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 17.

35. Signing of Contract

35.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

35.2 Within ten (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

36. Performance Security

36.1 Within ten (10) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security (amount mentioned in Bid Data Sheet) in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

36.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 35 or ITB Clause 36.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

37. Corrupt or Fraudulent Practices

37.1 The Government of Khyber Pakhtunkhwa requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Service Providers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPPRA Act, 2012 and Rules made thereunder:

a. defines, for the purposes of this provision, the terms set forth below as follows:

   i. ―corrupt practice‖ means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

   ii. ―fraudulent practice‖ means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;

b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

37.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

38. Integrity Pact

38.1 The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.

39. Limitation on Negotiations.

39.1 Negotiations, that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidder, but only to minor technical, contractual or logistical details.

39.2 Negotiations may relate to the following areas; (the list is being provided as guidance only and under no circumstances be treated as exhaustive and final):

- minor alterations to technical details, such as the scope of work, the specification or drawings;
- minor amendments to the Special Conditions of Contract;
- finalization of payment schedule and ancillary details;
- mobilization arrangements;
- agreements on final delivery or completion schedules to accommodate any changes required by the Procuring Agency;
- the proposed methodology or staffing;
- inputs required from the Procuring Agency;
- clarifying details that were not apparent or could not be finalized at the time of bidding;
- The Bidder's tax liability in Pakistan, if the Bidder is a foreign company.
- minor alterations to technical details, such as the scope of work, the specification or drawings;

40. Negotiations shall not be used to

40.1

- substantially change the technical quality or details of the requirement, including the tasks b or responsibilities of the Bidder or the performance of the Services;
- substantially alter the terms and conditions of Contract;
- reduce unit rates or reimbursable costs;
- substantially alter anything which formed a crucial or deciding factor in the evaluation of the bids or proposals, alter the submitted financial bid

Part One - Section II.

General Conditions of Contract

Table of Clauses

General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

a. ―The Contract‖ means the agreement entered into between the Procuring agency and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b. ―The Contract Price‖ means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.

c. ―The Services‖ means all of the Firms/companies for **INNOVATIVE INTERVENTION IN TOURISM SECTOR *"SUPPLY & INSTALLATION OF MONITORING & DISPLAY SYSTEMS FOR STCMS (PACKAGE-II)"*** which the Service Provider is required to perform to the Procuring agency under the Contract.

d. ―GCC‖ means the General Conditions of Contract contained in this section.

e. ―SCC‖ means the Special Conditions of Contract.

f. ―The Procuring agency‖ means the organization procuring the Services, as named in SCC.

g. ―The Procuring agency's country‖ is the country named in SCC.

h. ―The Service Provider‖ means the individual or firm providing the Services under this Contract.

i. ―The Project Site,‖ where applicable, means the place or places named in SCC.

j. ―Day‖ means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

3.1 All Services performed under the Contract shall have their origin in the countries and territories eligible under the rules and `further elaborated in the SCC.

3.2 For purposes of this Clause, ―origin‖ means the place where the Services are perform.

3.3 The origin of Services is distinct from the nationality of the Service Provider.

4. Standards

4.1 The Services perform under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Government	5.1 The Service Provider shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2 The Service Provider shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
	5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Service Provider's performance under the Contract if so required by the Procuring agency.
	5.4 The Service Provider shall permit the Procuring agency to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the procuring agency, if so required.
6. Patent Rights	6.1 The Service Provider shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Services or any part thereof in the Procuring agency's country.
7. Performance Security	7.1 Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security as specified in SCC.
	7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
	7.3 The performance security will be discharged by the Procuring agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
8. Inspections and Tests	8.1 The Procuring agency or its representative shall have the right to inspect Services to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Service Provider in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections may be conducted on the premises of the Service Provider or its subcontractor(s), at point of delivery, and/or at the Services' final destination. If conducted on the premises of the Service Provider or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.

8.3 Should any inspected Services fail to conform to the Specifications, the Procuring agency may reject the Services, and the Service Provider shall either replace the rejected Services or make alterations necessary to meet specification requirements free of cost to the Procuring agency.

9. Payment

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

9.2 The Service Provider's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.

9.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Service Provider.

9.4 The currency of payment is Pak. Rupees.

10. Prices

10.1 Prices charged by the Service Provider for Services under the Contract shall not vary from the prices quoted by the Service Provider in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

11. Change Orders

11.1 The Procuring agency may at any time, by a written order given to the Service Provider pursuant to GCC Clause 24, make changes within the general scope of the Contract in any one or more of the following:

a. drawings, designs, or specifications, where Services to be furnished under the Contract.
b. the place of delivery; and/or
c. the Services to be performed by the Service Provider.

12. Contract Amendments

12.1 Subject to GCC Clause 11, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

13. Assignment

13.1 The Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.

14. Subcontracts

14.1 The Service Provider shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.

14.2 Subcontracts must comply with the provisions of GCC Clause 3.

15. Delays in the Service Provider's Performance

15.1 Delivery of the Services shall be made by the Service Provider in accordance with the time schedule prescribed by the Procuring agency in the Work Order.

15.2 If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely delivery of the Services and performance of Services, the Service Provider shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

15.3 Except as provided under GCC Clause 18, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to GCC Clause 16, unless an extension of time is agreed upon pursuant to GCC Clause 15.2 without the application of liquidated damages.

16. Liquidated Damages

16.1 Subject to GCC Clause 18, if the Service Provider fails to deliver any or all of the Services within the period(s) specified in the Contract/Work Order, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 17.

17. Termination for Default

17.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

a. if the Service Provider fails to deliver any or all of the Services within the period(s) specified in the Contract/Work Order, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 15; or

b. if the Service Provider fails to perform any other obligation(s) under the Contract.

c. if the Service Provider, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

―corrupt practice‖ means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

―fraudulent practice‖ means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

17.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 17.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Procuring agency for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

18. Force Majeure

18.1 Notwithstanding the provisions of GCC Clauses 15, 16, and 17, the Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

18.2 For purposes of this clause, ―Force Majeure‖ means an event beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

18.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19. Termination for Insolvency

19.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, performed that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

20. Termination for Convenience

20.1 The Procuring agency, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency’s convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

21. Resolution of Disputes	21.1	The Procuring agency and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	21.2	If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
22. Governing Language	22.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 23, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
23. Applicable Law	23.1	The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.
24. Notices	24.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
	24.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
25. Taxes and Duties	25.1	Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring agency.

TABLE OF CONTENTS - PART TWO

Part Two
Section I. Invitation for Bids

INVITATION FOR BID

(E-TENDER NOTICE)
"INNOVATIVE INTERVENTION IN TOURISM SECTOR"

The Director General, Khyber Pakhtunkhwa Culture and Tourism Authority invites bids/proposals through **e-Pak Acquisition and Disposal System (EPADS)** from eligible firms/companies/service providers under National Competitive Bidding for the project titled ―Innovative Intervention in Tourism Sector‖ under ADP Code No. 1858 / 251487 (2025-26) for establishment of KP Smart Tourism Command & Monitoring System (STCMS) at CTA Headquarters, Peshawar. The STCMS shall operate as a 24/7 central command center for tourism safety, emergency response, monitoring, and service coordination across Khyber Pakhtunkhwa, including live camera feeds, dashboards, GIS mapping, incident reporting, and coordination with Tourism Police, District Administration, Rescue 1122, Helpline 1422, Aviation, and Pakistan Meteorological Department, under the following packages:

- **i. Development of Software-up gradation Solution for KP Smart Tourism Command & Monitoring System (STCMS) (Package- I)**
- **ii. Supply & Installation of Monitoring & Display Systems for STCMS (Package-II)**

<u>TERMS & CONDITIONS:</u>

1. Valid/renewed certificate of registration with legal/recognized professional bodies FBR (NTN & KPRA/ STRN Certificate), in the case of Company SECP Certificate, Firm/Company must be active on active taxpayer list.
2. Bidders are required to submit only their Bids electronically via the **EPADS platform** on or before **3rd September, 2026** at **11:00 am**. No hard copy submissions of bidding documents are required in this office. The bids shall be opened/downloaded on the same day by the Procurement committee at **11:30 am** in the presence of bidders or their authorized representatives who choose to attend. Late submissions shall not be accepted.
3. Bidders must submit **separate bids** for each package and quote package-wise rates.
4. A Call Deposit Receipt (CDR) **equal to 2%** of the quoted amount shall be submitted as Bid Security separately for **each package** applied for, in favor of the **KPK Culture & Tourism Authority Fund Account**.
5. The original CDR shall be submitted to the KPCTA office on or before the bid submission deadline, while a scanned copy must be uploaded on **EPADS**.
6. Bidding documents may be obtained from the office of the undersigned during office hours upon payment of a non-refundable fee of Rs. 1,000/- (if a hard copy is required), or they can be downloaded free of cost from the **EPADS, KPPRA, and KPCTA** websites.
7. Pre-bid meeting shall be held on **24th August, 2026 at 03:00 pm** in the conference hall of the Khyber Pakhtunkhwa Culture and Tourism Authority.
8. The bidder must submit an affidavit on stamp paper, duly attested by a notary public, affirming that the information provided in the bidding document is correct.
9. The undersigned may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as per provision contained in KPPRA Rules 2014.

DIRECTOR GENERAL
Khyber Pakhtunkhwa, Culture & Tourism Authority, Olympic Plaza, Peshawar Sports Complex, Stadium Road, Peshawar Cantt. Phone # 091-9211091, Fax# 091-9210871

Section II. Bid Data Sheet

ITB Ref	Description	Detail
ITB Clause 1.1	Name of Procuring Agency & source of funds	*Khyber Pakhtunkhwa Culture and Tourism Authority (Public Fund)*
ITB Clause 2.1	Name of Contract	**INNOVATIVE INTERVENTION IN TOURISM SECTOR *"SUPPLY & INSTALLATION OF MONITORING & DISPLAY SYSTEMS FOR STCMS (PACKAGE-II)"*** under ADP Code: 1858 / 251487 (2025-26).
ITB Clause 2.1	Qualification requirements for eligible bidders	**Bidder having 5 years' experience**
IFB Clause 4	Commencement date of provision of Bidding Document	**After publication of advertisement**
IFB Clause 4	Closing date of issuance of Bid documents/Bid submission on **EPADS**	**Extended Date** 14-9-2026 at 11:00 am
ITB Clause 23	Bidding for Selective Items / Lots	Turnkey Basis Only
ITB Clause 6.1	Bidding procedure	Single Stage–Two Envelopes bidding procedure as per Rule 6 (2b) of KPPRA Rules 2014.
ITB Clause 28	Method of determining Lowest evaluated Bidder	Best Evaluated Bid under Section 2 (1)(c) of KPPRA Act 2014.
ITB Clause 8.1	Clarification(s) on Bidding Documents	**Procurement Committee, Khyber Pakhtunkhwa, Culture and Tourism Authority**
IFB Clause 6	Pre-Bid meeting date, time and venue	**24-8-2026 at 03:00 pm**
ITB Clause 10.1	Language of bid	**English**
ITB Clause 13	Bid Price	Bid Price shall be inclusive of all duties, taxes & levies.
ITB Clause 14.1	Currency of Bid	**PKR**
ITB Clause 12	Name of the Bid Form (Primary documents)	• Bid form and price schedules • Bid security form • Contract form • Performance security form • Bank guarantee for advance payment • Integrity pact
ITB Clause 17	Amount of Bid Security / Earnest Money	The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money 2% of quoted amount each package applied for.
ITB Clause 18	Bid validity period	**90 days**
ITB Clause 21	Last date and time for the receipt of bidding document	**Extended Date** 14-9-2026 at 11:00 am

ITB Clause 25	Date, time and venue of opening of technical bids	**Extended Date** 14-9-2026 at 11:30 am **Via EPADS** in Conference Hall of Khyber Pakhtunkhwa Culture and Tourism Authority.
ITB Clause 36	Performance Guaranty / Performance Security	The successful bidder will deposit **10% of Quoted amount** as a performance security at the time of LOA (Letter of Acceptance) in the shape of call deposit / pay sorder / bank guarantee.
ITB Clause 20.2	Address of Procuring Agency	Olympic Plaza, Peshawar Sports Complex, Stadium Road, Peshawar Cantt.

Section III. Special Conditions of Contract

Table of Clauses

Special Conditions of Contract

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

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring agency should draft specifically for each procurement.]

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: **Khyber Pakhtunkhwa Culture and Tourism Authority**
GCC 1.1 (h)—The Procuring agency's country is: **Pakistan**
GCC 1.1 (i)—The Service Provider is: ______________________________

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, ―Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement‖.

3. Performance Security (GCC Clause 7)

GCC 7.1— The successful bidder will deposit 10% of quoted amount as a performance security at the time of LOA (Letter of Acceptance) in the shape of call deposit. Which will be release after 15 days of the completion of the subject event.

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to delivery of services and at final acceptance are as follows:
Acceptance by the Inspection/Procurement Committee, Khyber Pakhtunkhwa Culture and Tourism Authority.

5. Payment (GCC Clause 9)

GCC 9.1—The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows: **Payment Shall be made within 30 days by submitting Invoice and Proof of Performance**

Payment for Services Provided:

Payment shall be made in Pak. Rupees in the following manner:

Payment of local currency portion shall be made in PKR within thirty (30) days that all contracted services have been performed.

Upon Performance, the Service Provider shall notify the Procuring agency the full details of the performance, including Contract number, description of Services, quantity. The Service Provider shall mail the following documents to the Procuring agency:

i. copies of the Service Provider's invoice showing Services' description, quantity, unit price, and total amount;
ii. Inspection certificate, issued by the nominated inspection committee.

6. Prices (GCC Clause 10)

Sample provision

GCC 10.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC: **No Adjustment**

7. Liquidated Damages (GCC Clause 16)

GCC 16.1—Applicable rate:

0.5% per week or 0.07% per day of the total Contract price
Maximum deduction: ≤ 10% of the total contract amount.

8. Resolution of Disputes (GCC Clause 21)

The dispute resolution mechanism to be applied pursuant to GCC Clause 21.2 shall be as follows:

In the case of a dispute between the Procuring agency and the Service Provider, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.

9. Governing Language (GCC Clause 22)

GCC 22.1—The Governing Language shall be: **English**

10. Applicable Law (GCC Clause 23)

GCC 23.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

- **Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014**
- **The Arbitration Act 1940**
- **The Contract Act 1876**
- **The Employment of Children (ECA) Act 1991**
- **The Bonded Labor System (Abolition) Act of 1992**
- **The Factories Act 1934**

11. Notices (GCC Clause 24)

GCC 24.1—Procuring agency's address for notice purposes: **Olympic Plaza, Peshawar Sports Complex, Stadium Road, Peshawar Cantt.**

Service Provider's address for notice purposes:

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Section IV. Schedule of Requirements

(PACKAGE-II)

SUPPLY & INSTALLATION OF MONITORING & DISPLAY SYSTEMS FOR STCMS.

Bill of Quantities (BOQ)

S/N	Items	Details	Per item Rates	Qty	Total
1.	4G ANPR Camera	**Resolution:** 4MP ANPR 4G Network Camera equipped with AI algorithm **WDR Technology:** Clear image against strong back light due to minimum 140 dB **Coverage:** Up to 3 Lanes **Functions:** Helmet Detection, Manned Non-Motor Traffic flow detection; average speed, traffic flow, queuing length, and traffic status, Incident detection: congestion, stopped vehicle, lane change, wrong-way driving, speeding, low-speed driving **Accuracy:** Capture rate > 99%, Vehicle moving direction recognition accuracy > 98.5%, LPR accuracy > 98%, Mistaken capture rate < 2% **Storage:** Micro SD/TF card up to 512 GB Supported Should be PTA approved LTE-TDD/LTE-FDD/WCDMA/GSM 4G wireless network transmission, support Micro SIM card **Protection:** Water and dust resistant (IP67) **Accessories:** OEM Cardan joint & vertical pole mounting kit included 1-Year Warranty		11	
2.	Solar Powered 4G PTZ Camera with Battery Backup	**Resolution:** 4MP Color with excellent low-light performance PTZ camera **WDR Technology:** Clear image against strong back light due to minimum 120 dB **Zoom:** PTZ channel; 32× optical, 16× digital **Compression Rate:** H.265+ compression **Storage:** Micro SD, SDHC, SDXC card up to 256 GB Supported **Solar Panel:** 80W (±5%) Polycrystalline Glass Solar Panel (Panel should be of the same OEM of camera) **Battery:** 360 Wh (90WH for each Battery) **Chargeability:** Standalone with solar panel **Interfaces:** RJ45, self-adaptive 10M/100M Ethernet port, 4G SIM Card (should be PTA approved) **Protection:** Water and dust resistant (IP67) **Accessories:** vertical pole mounting kit included 1-Year Warranty		31	
3.	4G People Counting Camera	**Resolution:** 4MP 2688x1520 deep view varifocal with excellent low-light performance Bullet camera **WDR Technology:** Clear image against strong back light due to minimum 150 dB **Compression Rate:** H.265+ compression **Storage:** Built-in 1TB Micro SD, SDHC, SDXC card up to 1 TB Supported **Features:** People Counting; Heat Map; Face Capture; Perimeter Protection; AIOP; Multi-target-type Detection; Face Recognition; On/Off Duty Detection; Metadata; Queue Management; Hardhat Detection; AcuSeek; Yes **Interfaces:** RJ45 10/100 /1000 Ethernet port, 4G Nano SIM Card (should be PTA approved) **Protection:** Water and dust resistant (IP67) **Accessories:** vertical pole mounting kit included **Warranty:** 1-Year Warranty		08	
4.	SD Card	256GB, Class10 Grade		50	
5.	Power Backup Solution	1KVA UPS (Minimum 900 Watts) Online double conversion, Backup time: 6 minutes on 70% load, lead acid maintenance free battery VLRA Warranty: 1-year warranty		18	
6.	Power Cable	2.5 mm² 2-core copper cable. – 90 Meter Roll		22	
7.	Poles	20 feet Safe City Standard Galvanized Pole with 2x3 cabinets with Civil Work Supply and Installation		18	
8.	CAT 6 Cable	CTA 6 UTP 24AWG Cable Roll		05	

S/N	Items	Details	Per item Rates	Qty	Total
9.	Supply, Installation & Testing	Complete Installation including Power (Circuit breaker, voltage controller, PDU etc.) and Network Cabling, Digging, Grounding, Testing & Services. – Per Camera Charges		52	
10.	Video wall LEDs	55-inch 1.8mm LCD Display Unit 4K signal input, auto loop up to 30 screens with HDMI interfaces 1920 × 1080 resolution, 178° viewing angle Extreme-narrow 1.8 mm bezel design Anti-glare, high definition, high brightness, high Color gamut, and vivid images with rich colors Stable and 24-hour continuous working. LEDs should be of the same OEM of the proposed cameras 1-Year Warranty		04	
11.	Decoder	08 Channel Decoder Output ports multi-functional video center Supports HDMI signal input and output. Supports 128 or Higher channels of HD video decoding. 1-Year Warranty		01	
12.	Rackmount Server	**Processor:** 2 x Intel® Xeon® 6 Processor (Birch Stream platform), minimum 8 cores each, or higher **Memory:** 64GB DDR5 RDIMM (32 slots, 5000MT/s) or higher, MRDIMM option up to 8800MT/s **Storage:** 6 x 960GB RI SSD or higher **RAID Controller:** 1 x RAID Controller Module (RAID 0/1/5/6/10/50/60, minimum 4GB cache, supercapacitor protection) or higher **Power Supply:** 2 x 2000W AC redundant hot-swap Power Supply (Titanium/Platinum) or better, with hot-swap redundant fans **NIC Adapters:** 1 x Dual-Port 10GE SFP+ Ethernet Adapter with 2 Multimode SFP+ Transceivers + 1 x Dual-Port 25GE SFP28 Ethernet Adapter with 2 Multimode SFP+ Transceivers **PCI Slots:** Minimum 8 x PCIe 5.0 standard slots (chassis supports up to 14), 2 x OCP 3.0 slots, 1 x dedicated Mezz slot, or higher **Rail Kit:** Complete Rail Kit for Rack Mounting with Cable Management Arm **Bezel:** Intelligent Security Bezel, Chassis Intrusion Detection, TPM 2.0, Intel SGX 2. **Warranty:** 3-Years 5 x 9 NBD Warranty with Replacement of Parts		01	
13.	VMS Services	• Real-time people counting from selected surveillance cameras. • Entry and exit counting for tourist attractions and monitored locations. • Tourist count analytics with daily, weekly, monthly, and yearly statistics. • Heat map generation indicating visitor concentration and activity distribution. • Crowd density monitoring with configurable alarm thresholds and notifications. • Visitor flow analysis between multiple monitored areas and destinations. • Peak-hour, peak-day, and seasonal trend analysis by playback data analysis. • Destination-wise tourist ranking based on visitor volumes by playback data analysis. • Export of reports in PDF, Excel, and other standard formats. • Automatic number plate recognition. • Vehicle counting and statistical analysis. • Vehicle classification based on predefined categories. • Direction-wise traffic statistics. • Hourly, daily, weekly, monthly, and yearly traffic reports by playback data analysis. • Display live and recorded video streams. • Display analytical dashboards and reports. • Present heat maps-based tourist density information. • Configure multiple layouts and screen arrangements. • Support centralized monitoring and command center operations.		01	
14.	Rackmount Server	**Processor:** 2 × Intel Xeon Silver 4509Y 2.6G, 8C/16T, 16GT/s, 22.5M Cache, Turbo, HT (125W) DDR5-4400 DDR5 **Memory:** 4 × 16GB RDIMM, 5600MT/s, Single Rank **Storage:** 2 × 960GB SSD SATA Read Intensive 6Gbps 512e 2.5in Hot-plug AG Drive,3.5in HYB CARR + 4 x 16TB Hard Drive SAS FIPS-140		02	

S/N	Items	Details	Per item Rates	Qty	Total
		12Gbps 7.2K 512e 3.5in Hot-Plug Dual, Hot-plug, **Power Supply:** Redundant (1+1), 1400W **NIC Adapters:** Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile Quad Port 1GbE BASE-T Adapter, PCIe Low Profile **Bezel:** 2U Standard Bezel **Warranty:** 3-Years ProSupport with 4-Hour Onsite Service			
15.	Firewall	Must Be Listed in Gartner Magic Quadrant for Next Generation Firewall Must Be Listed in ICSA Labs Certified Next Generation Firewall Must Be Listed in Cyber Ratings for Enterprise Firewall Must have full features working even license is expired Must Have Minimum Firewall 20 Gbps Throughput Must have 12.5Gbps Application Control Throughput Must Have Minimum NGFW 4 Gbps Throughput (FW+SA+IPS) Must Have Minimum 2.8 Gbps Threat Protection Throughput (FW + SA +BM+ IPS +Antivirus) Must Have Unrestricted Concurrent User Must have 2 million concurrent sessions Must Have Minimum 1000 IPSec VPN Must Have Minimum 128GB SSD Storage Capacity Must Have Minimum 8GB RAM Must Have Minimum 8 x 1G Ethernet Interfaces Must Have Minimum 2 x 10G SFP+ Interfaces with 2x 10G multimode (300M) 850NM SFP+ Transceivers Must have Dual Power Supply (Hot-Swapping) Must have Minimum 2 Pairs Hardware Bypass Copper Interfaces. Must Include Intrusion Prevention System (IPS), Anti-Virus & Anti-Malware, Email SecurityProtection, Cloud-Based Security Sandbox, Web Filtering, Anti-Brute force attack Application Control, Bandwidth Management Must Quote Minimum 100 Concurrent Users for SSL VPN Must Support Real-Time Vulnerability Scanner Built-in SOC monitor for visibility Must Quote 3 Year Complete Security Features License Must Quote 3 Year Software Upgrade & 24x7 Technical Support Must Quote 3 Year Hardware Warranty Service Must Quote OEM Onsite Configuration & Installation		01	

16.	Core Switch	**Hardware Requirements**
		• High-performance Layer 2/Layer 3 managed aggregation/core switch suitable for campus, data center, aggregation and core network deployments.
		• The switch shall provide:
		  ○ **32 × 1/10GbE SFP+ ports** with 1G/10G auto-sensing capability.
		  ○ **10x** populated 10GbE multimode SFP+ transceivers
		  ○ **4 × 40/100GbE QSFP28 ports** for high-speed uplinks.
		  ○ **2 × expansion slots** supporting additional interface modules.
		  ○ Support for expansion modules providing additional 10GbE SFP+, 25GbE SFP28, 40GbE QSFP+ and 40/100GbE QSFP28 interfaces.
		  ○ Support for 10GbE SFP+ multimode optical transceivers.
		• **Dual hot-swappable power-supply slots** supporting redundant 1+1 power configuration.
		• Hot-swappable fan modules with redundant fan configuration.
		• Dedicated console interfaces including RJ45/serial and Type-C USB console.
		• Dedicated **out-of-band management Ethernet port**.
		• USB interface for management and device initialization.
		• 1RU, 19-inch rack-mountable chassis.
		• Physical dimensions approximately **44 × 440 × 400 mm (H × W × D)**.
		• Fully configured weight shall not exceed approximately **8.1 kg**.
		Performance
		• System switching capacity: **up to 2.56 Tbps**.
		• Packet forwarding rate: **approximately 1,002 Mpps**.
				01	

S/N	Items	Details	Per item Rates	Qty	Total
		• Port switching capacity: **approximately 2.24 Tbps**. • Packet buffer: **32 MB**. • Memory: **4 GB RAM**. • Flash memory: **4 GB**. • Support for high-speed line-rate switching and forwarding. • IEEE 802.3 Ethernet standards and Energy Efficient Ethernet features shall be supported where applicable. **Layer 2 Features** • Support for up to **4,096 VLAN IDs**. • VLAN Access, Trunk and Hybrid modes. • MAC-based, protocol-based and IP-subnet-based VLAN. • Voice VLAN. • QinQ and VLAN mapping. • Static and dynamic MAC address learning. • MAC address filtering and MAC learning limits. • Port isolation. • Loop detection and protection. • STP, RSTP and MSTP. • BPDU protection, BPDU filtering, Root Guard and Loop Guard. • PVST/PVST+ compatibility. • LACP and static/dynamic link aggregation. • Support for 10GbE, 25GbE, 40GbE and 100GbE link aggregation. • LLDP and LLDP-MED. **Layer 3 Features** • IPv4/IPv6 dual-stack routing. • Static IPv4/IPv6 routing. • RIP/RIPng. • OSPF/OSPFv3. • IS-IS/IS-ISv6. • BGP/BGP4+. • Policy-Based Routing (PBR). • ECMP. • VRRP and equivalent gateway redundancy mechanisms. • DHCP Server, DHCP Relay and DHCP Snooping. • ARP protection and ARP attack detection. • IPv4/IPv6 routing and forwarding. • Support for IPv4/IPv6 tunneling. • VXLAN and VXLAN-DCI support. **Multicast** • IGMP v1/v2/v3. • IGMP Snooping. • IGMP Proxy. • IGMP Fast Leave. • Multicast VLAN. • PIM-DM, PIM-SM and PIM-SSM. • IPv6 multicast/MLD support. • Multicast routing and forwarding. **QoS** • Traffic classification based on IEEE 802.1p/CoS. • DSCP and IP precedence-based classification. • Traffic policing and rate limiting. • Ingress and egress traffic management. • Multiple hardware queues per port. • SP and WRR-based scheduling mechanisms. • Support for traffic prioritization and congestion management. • Multicast QoS. **Security** • IEEE 802.1X authentication. • MAC-based authentication.			

S/N	Items	Details	Per item Rates	Qty	Total
		• Portal authentication. • Guest VLAN. • DHCP Snooping. • ARP attack detection/protection. • IP source guard/IP-MAC binding functionality. • Standard, extended and advanced ACLs. • MAC ACLs. • VLAN and port-based access control. • MAC filtering. • Port security. • Port isolation. • Blacklist/whitelist functionality. • CPU protection. • Secure device management through **SSH/SSH2.0 and HTTPS/SSL**. • Support for secure authentication and management protocols. **High Availability** • **IRF (Intelligent Resilient Framework)** for switch virtualization and high availability. • IRF physical links through SFP+ and QSFP28 interfaces. • Support for **M-LAG/S-MLAG** for multi-chassis link aggregation. • Redundant 1+1 hot-swappable power supplies. • Hot-swappable fan modules. • Support for link aggregation and redundant uplinks. • Automatic failover and resilient network architecture. • Independent device upgrade capability where supported. **Management** • Web-based GUI management. • CLI management. • Console management. • Telnet management. • SSH/SSH2.0 secure management. • SNMP v1/v2c/v3. • Syslog. • Out-of-band Ethernet management. • USB-based device initialization/management. • Centralized network management through management platforms. • Auto-discovery and topology visualization. • Network topology and device monitoring. • Traffic statistics and port utilization monitoring. • Telemetry/gRPC-based monitoring capability. • Zero-Touch/automatic device provisioning functionality where supported. **Monitoring** • Real-time traffic statistics. • Port utilization monitoring. • Interface status monitoring. • Device health monitoring. • CPU and memory utilization monitoring. • User/device access monitoring. • Network topology visualization. • Telemetry-based real-time resource and alarm monitoring. • Endpoint/device identification and access-control capabilities through supported management/access-control platforms. **Environmental Requirements** • Operating temperature: **-5°C to +45°C**. • Storage temperature: **-40°C to +70°C**. • Operating humidity: **5%–95% RH, non-condensing**. • Storage humidity: **5%–95% RH, non-condensing**. • Suitable for standard enterprise/data-center rack environments. **Power Requirements**			

S/N	Items	Details	Per item Rates	Qty	Total
		• Dual power-supply slots. • **1+1 redundant hot-swappable power supply configuration**. • Support for AC and DC power supply options. • AC input support approximately **100–240 VAC, 50/60 Hz**. • Compatible 450W AC power-supply modules shall be supported. • Redundant hot-swappable fan modules. **Compliance** • CE compliant. • FCC compliant. • RoHS compliant. • Compliance with applicable IEEE Ethernet and networking standards. **Warranty** • Minimum **1-year comprehensive warranty**. • Warranty shall cover hardware defects and replacement/repair of defective components. • OEM-backed technical support shall be provided during the warranty period. **Required Accessories / Configuration** The proposed solution shall include all accessories necessary for complete operational deployment, including: • Required redundant power supplies. • Required fan modules. • Required rack-mounting accessories. • Required 10GbE SFP+ optical transceivers. • Required optical patch cords/DAC/AOC cables, where applicable. • All licenses required for the specified features, where applicable. • All necessary cables and accessories for commissioning and operation.			
17.	Access Switch	**Hardware Requirements** • Layer 2/Layer 3 managed Gigabit Ethernet switch suitable for enterprise campus, access and aggregation network deployments. • Minimum: ○ **24 × 10/100/1000Base-T RJ45 autosensing Ethernet ports**. ○ **4 × 10GbE SFP+ uplink ports**. ○ **4x** populated 10GbE multimode SFP+ transceivers ○ Support for 1GbE and 10GbE optical transceivers. ○ Support for 10GbE SFP+ multimode optical transceivers. • Dedicated **serial console port**. • 1RU, 19-inch rack-mountable form factor. • Switching capacity: ○ Port switching capacity: **128 Gbps**. ○ System switching capacity: **598 Gbps**. • Forwarding rate: **96 Mpps**. • 512 MB Flash memory. • 1 GB SDRAM. • 2 MB packet buffer. • 1 GHz dual-core CPU. • AC power input. • Rated input voltage: **100–240 VAC, 50/60 Hz**. • Maximum input range: **90–264 VAC, 47–63 Hz**. • IEEE 802.3az Energy Efficient Ethernet support. • One cooling fan. • Dimensions approximately **43.6 × 440 × 160 mm (H × W × D)**. • Weight: **≤2.2 kg**. **Layer 2 Features** • Support for up to **4,096 VLANs**. • VLAN Access, Trunk and Hybrid modes. • Voice VLAN. • QinQ and VLAN mapping.		01	

S/N	Items	Details	Per item Rates	Qty	Total

		• Static and dynamic MAC address learning.
		• MAC address filtering.
		• MAC learning limitation.
		• STP, RSTP and MSTP.
		• BPDU Guard/Protection.
		• BPDU Filtering.
		• Root Guard/Root Protection.
		• Loop Guard/Loop Protection.
		• LACP and link aggregation.
		• LLDP and LLDP-MED.
		• Port isolation.
		• Loop detection and prevention.
		• IGMP Snooping v1/v2/v3.
		• IGMP Fast Leave.
		• Multicast VLAN and multicast forwarding.
		Layer 3 Features
		• IPv4/IPv6 dual-stack routing.
		• Static IPv4/IPv6 routing.
		• RIP/RIPng.
		• OSPF/OSPFv3.
		• Policy-Based Routing (PBR).
		• VRRP.
		• BFD.
		• DHCP Server.
		• DHCP Relay.
		• DHCP Snooping.
		• ARP protection and ARP attack detection.
		• IPv4/IPv6 multicast routing.
		• Support for IPv4/IPv6 tunneling where applicable.
		Security
		• IEEE 802.1X authentication.
		• MAC-based authentication.
		• Port-based authentication.
		• Portal authentication.
		• Guest VLAN.
		• DHCP Snooping.
		• ARP protection.
		• IP source guard/IP-MAC binding.
		• MAC blacklist/whitelist.
		• Port security.
		• Port isolation.
		• CPU protection.
		• Secure device management using **SSHv2 and HTTPS**.
		• Hierarchical user administration.
		• Role-based management and access control.
		• Support for centralized authentication mechanisms.
		ACL and QoS
		• Standard ACL.
		• Extended ACL.
		• MAC ACL.
		• Time-based ACL.
		• IPv4/IPv6 ACL.
		• Advanced traffic filtering and access-control policies.
		• Traffic classification based on:
		    o IEEE 802.1p/CoS.
		    o DSCP.
		    o IP precedence/ToS.
		• Ingress and egress rate limiting.
		• Traffic policing.			

S/N	Items	Details	Per item Rates	Qty	Total

		• Bandwidth management.
		• Multiple hardware queues per port.
		• SP scheduling.
		• WRR scheduling.
		• SP+WRR scheduling.
		• Congestion management and avoidance mechanisms.
		• RED/WRED where supported.
		High Availability
		• Support for **IRF (Intelligent Resilient Framework)** switch virtualization/stacking.
		• IRF-based device virtualization and management.
		• Link aggregation for redundant uplinks.
		• VRRP gateway redundancy.
		• BFD-based rapid failure detection.
		• Smart Link/Monitor Link or equivalent link-protection mechanisms where supported.
		• Automatic failover and resilient network operation.
		Management
		• Standalone operation.
		• Centralized/controller-based management through supported management platforms.
		• Web-based GUI.
		• CLI.
		• Console management.
		• Telnet.
		• SSH/SSHv2.
		• SNMP v1/v2c/v3.
		• Syslog.
		• Network device discovery.
		• Automatic/zero-touch provisioning where supported.
		• Network topology visualization.
		• Interface and traffic monitoring.
		• Device health monitoring.
		• Remote management through routed/WAN environments.
		Monitoring
		• Real-time interface traffic statistics.
		• Port utilization monitoring.
		• Interface status and error monitoring.
		• CPU and memory utilization monitoring.
		• Device health monitoring.
		• User/device access monitoring.
		• Network topology visualization.
		• Traffic analysis and monitoring.
		• Endpoint identification and profiling through supported management/access-control solutions.
		Environmental Requirements
		• Operating temperature:
		  ○ **-5°C to +50°C** under normal operating conditions.
		  ○ Temperature limits may be reduced when using long-distance optical transceiver modules.
		• Storage temperature: **-40°C to +70°C**.
		• Operating humidity: **5%–95% RH, non-condensing**.
		• Storage humidity: **5%–95% RH, non-condensing**.
		Compliance
		• FCC compliant.
		• CE compliant.
		• RoHS compliant.
		• Supports applicable IEEE Ethernet standards.
		• IEEE 802.3 Ethernet.
		• IEEE 802.3u Fast Ethernet.			

S/N	Items	Details	Per item Rates	Qty	Total
		• IEEE 802.3ab Gigabit Ethernet. • IEEE 802.3z Gigabit Fiber Ethernet. • IEEE 802.3ae 10GbE. • IEEE 802.3az Energy Efficient Ethernet. **Power** • Integrated AC power supply. • AC input: **100–240 VAC, 50/60 Hz**. • Maximum input voltage range: **90–264 VAC, 47–63 Hz**. • Full-configuration power consumption approximately **37 W**. • AC power input shall be suitable for standard enterprise rack deployment. **Warranty** • Minimum **1-year OEM warranty** **Required Accessories** The proposed switch shall be supplied complete with all accessories required for operational deployment, including: • Required AC power cable. • Rack-mounting brackets and installation accessories. • Required **10GbE SFP+ multimode optical transceivers**, where specified in the BOQ. • Compatible fiber-optic patch cords. • All required mounting and installation accessories. • All licenses required for the specified functionality, where applicable.			
18.	Storage Device	Enterprise-grade centralized video storage appliance for IP surveillance systems Rack-mountable chassis (maximum 4U) Minimum 24 hot-swappable HDD bays Support for SATA enterprise hard drives with minimum 400+ TB raw storage capacity Minimum 1 Gbps recording throughput Support for at least 550 IP camera streams RAID support (0, 1, 5, 6, 10) with hot spare Minimum 16 GB cache memory, 64-bit multi-core processor, Minimum 4 × Gigabit/Multi-Gigabit Ethernet ports, with optional 10GbE support Redundant hot-swappable power supplies Support for standard protocols (ONVIF, RTSP, SDK/ISAPI) Compatible with multi-vendor IP cameras and VMS platforms Support for continuous, scheduled, and event-based recording Web-based management and monitoring interface Designed for 24/7 continuous operation Must comply with CE/FCC/RoHS or equivalent standards 1-Year Warranty		01	
19.	Storage / Recoding	8 TB 7.2K RPM SATA 256 MB Buffer Size enterprise-grade HDD		12	
20.	Network Keyboard	**High-performance, full-featured network control keyboard** for centralized surveillance management **Built-in embedded operating system** for reliable and advanced control functions **Integrated touch screen display** for easy operation and navigation **Network-based flexible configuration and device management** Compatible with **IP cameras, PTZ cameras, NVRs, DVRs, and video management software** Support for **PTZ control**, preset positions, patrol, zoom, and focus adjustment **3-axis joystick** for precise camera control Standard **RJ-45 Ethernet interface** USB interface for software upgrade and data functions Ergonomic design suitable for **24/7 continuous operation** Must comply with **CE/FCC/RoHS or** **equivalent international standards**. 1-Year Warranty		02	
21.	Computer	Processor: Intel® Core™ Ultra 7 265 vPro 64GB Memory: (2 x 32 GB), DDR5, up to 5600 MT/s, UDIMM, dual-channel, SSD Drive: 512GB SSD,		03	

S/N	Items	Details	Per item Rates	Qty	Total
		Graphics: 4GB Discrete GDDR6 Graphic card, Operating System: Windows 11 Pro Digital license Preloaded by OEM, Input Devices: Keyboard & Mouse Display: 27-inch FHD LED, Warranty: 3-Year Warranty with Onsite ProSupport			
22.	Laptop	Processor: Intel Core Ultra 9 386H vPro Processor Memory: 32 GB LPDDR5X, 8533 MT/s, dual-channel SSD Drive: 1-TB SSD Graphics: 8-GB NVIDIA RTX Pro 1000 GDDR7 GC Display: 14" OLED Display 100% sRGB Backlit KB, WIFI 7, Windows 11 Pro Digital license Preloaded by OEM, Carry Case, 3-Year Warranty with Onsite ProSupport		02	
23.	HDMI	Brand 4K HDMI Cable 2.0 supports ultra-high picture resolution 4k@60Hz, 2K@144Hz and 1080P As per site Requirement		10	
24.	42U Rack	**Dimension:** 670*1270*2020 **Standards:** Comply with ANSI/EIA RS-310-D、IEC297-2、DIN41494；PART1、DIN41494; PART7 Standard. **Features:** Welded frame with high intensity; 19” standard installation with adjustable dimension; Exquisite design with precision measurement and craftsmanship; High-density vented front door (patent) & rear door enable equipment protection, ventilation and reliable operation, with turning angle above 120 degrees and ventilation rate above 71.2%; Bottom with cable entrance, optional cover to close; Side doors with locks for protection; Advanced moon-shaped lock; **Accessories:** 2x Fixed Shelf, 1x Keyboard Sliding Shelf, Cable Managers, 4x Fan Kit, 2x 6 Outlet with Main Switch, 1.8-Meter Length, 19-inch Install Pane **Main material**: SPCC cold rolled steel; Thickness of Steel: mounting profile: 2.0mm; mounting angle: 1.5mm; others: 1.2mm. **Surface finish:** Frame: degreasing, pickling, phosphoric, dip-coat primed, powder coat; Others: degreasing, pickling, phosphoric, powder coat.		01	
25.	Branded Rackmount UPS (US/European Brands Only)	**General Requirements:** UPS shall be based on True Online Double Conversion technology. UPS capacity shall be 10kVA / 10kW with output power factor of 1.0. UPS shall be suitable for protection of servers, storage systems, switches, security systems and other mission-critical equipment. UPS shall be supplied complete with internal batteries and rack mounting accessories. Make: APC / Vertiv / Eaton or equivalent. **Form Factor:** Rack/Tower convertible design. Suitable for standard 19-inch rack cabinets. Maximum height shall not exceed 5U. Rack mounting kit and tower support accessories shall be included. **Input Characteristics:** Input voltage range: 176–288 VAC at full load or better. Frequency range: 40–70 Hz. Input power factor: ≥0.99. Surge protection shall be provided. Input connection shall be hardwired. **Output Characteristics:** Output voltage selectable between 220V, 230V and 240V. Output waveform shall be pure sine wave. Voltage regulation shall be ±1%. Zero transfer time between mains and battery operation. Output connection shall be hardwired. Output overload capability shall be: 105–125% for minimum 5 minutes. 125–150% for minimum 1 minute. 150% for minimum 200 milliseconds. **Efficiency:** Online mode efficiency shall be at least 94%. ECO mode efficiency shall be at least 98%.		01	

S/N	Items	Details	Per item Rates	Qty	Total
		Battery System: Internal maintenance-free sealed lead acid batteries. Hot-swappable and user replaceable batteries. Recharge time shall be 90% capacity within three hours or better. Backup time with internal batteries shall be minimum: 3.5 minutes at full load. 9 minutes at 50% load. UPS shall support external battery cabinets for extended runtime. **Monitoring and Management:** Full-color LCD display with automatic orientation. USB communication interface. Emergency Power Off (EPO) functionality. Slot for optional SNMP/Web management card. Support for local and remote monitoring software. Support for automatic shutdown of connected servers. **Environmental:** Operating temperature: 0°C to 40°C. Relative humidity: 5% to 95%, non-condensing. Maximum acoustic noise level: 58 dBA. **Compliance and Standards:** UPS shall comply with: IEC/EN 62040-1 CE Certification RoHS Compliance REACH Compliance WEEE Compliance **Warranty and Support:** Minimum 02 years comprehensive manufacturer's warranty covering UPS electronics and batteries. **Installation & Configuration:** Installation & configuration will be responsibility of the vendor			
26.	4G Data Sims with router	Unlimited Data Per Camera for (24 Months) 2 Years Prices to be quoted of Jazz/Zong/Ufone. Selection will be based on network coverage on selected sites		50 Sims	
27.	Switches for Camera Connectivity	**Interfaces:** 8× 10/100/1000 Mbps PoE+ RJ45 Ports (support 802.3af PoE and 802.3at PoE+) **PoE Ports:** Standard: 802.3af PoE and 802.3at PoE+ compliant, PoE Ports: 8 ports, PoE Budget: 64W available for all PoE+ ports, 30W max per port, Remote Camera Reboot, Up to 820ft (250m) PoE transmission distance **Packet Buffer Memory:** 4 Mbit **Jumbo Frame:** 15KB **Switching Capacity:** 16 Gbps **Packet Forwarding Rate:**11.9 Mpps **MAC Address Table:** 8K		18	
28.	L2 connectivity Remote Sites	20Mb L2 Link Connectivity (Broadband) - Per Site & x 12x2 Year Charges As per site Requirement		01	
29.	Per Site OTC Charges for L2 Connectivity	OTC Charges with as per site requirement (Tower, Microwave, P2P etc.)		01	
30.	Control Room Internet	Internet connectivity for video Download. 50Mbps Dedicated Connection x 36 Months (3-Year Charges)		02	
OUTSOOR SMD SCREEN					
31.	Pixel Pitch: P5, Display Unit Width and Height: 10x8 = 80 sq ft	P5 Outdoor Fixed LED Display Unit Widely applied in outdoor permanent advertising scenes High-precision, Water Proof structure design ensures a thin and highly flat cabinet Thin and light cabinet design with multiple ventilation modes working together inside the cabinets It also supports automatic dehumidification to effectively protect the lamp bead during long-term use or in humid environment. Screens must be day-light visibility and can bear hot temperatures. Installation at Galiyat (Abbottabad): Minimum 12 feet height from earth level. Pole for screens: 12 Inches round pipe width and 8 mm gauge. Foundation for screens minimum 5 feet depth, 1 inch 2 iron plates, 6 iron pipes of 1.5 inches fixed in concrete in foundation with net bolt with full concert. 18-gauge steel chadar for back & covering four side with1'x1' inch pipe 18 gauge frame. Electrification for power wires & accessories with compete installation.		02	

S/N	Items	Details	Per item Rates	Qty	Total
		Main Specifications Pixel Pitch: 5mm Module Size: 320*160 mm Resolution: 64*32dots LED: SMD1515 / 1921 Brightness: ≥ 5000nits Max Current: ≤ 9.51A Pixel Density: 40000dots/㎡ Refresh Rate: ≥3840Hz Port: HUB75 1-Year Warranty			
32.	SMD Screen Controller	4G - 3-in-1 LED Controller 1-Year Warranty		02	
33.	Services	Supply, Installation, Transportation & Logistics, Testing, Commissioning & Complete Project Handover		1 Job	
34.	Control Room Operator	CCTV operators, 24/7 (1 for each shift), for the period of 06 months		3	
35.	Masonry Work	Glass Door Partitioning of Server Room with RFID Access Control Lock		1 Job	

Disclaimer:

- Successful bidder must have to provide support and services for the deployed solution on free of cost basis for the term of one year after completion of successful installation.

Note:

- The technical proposal shall be clear, properly structured, and arranged in separate sections with appropriate headings corresponding to the prescribed evaluation criteria. Any proposal that is incomplete, unclear, or not presented in the required manner may be treated as non-responsive and may be rejected.
- All the above are the non-consulting services under rule 6(2)(b) of the KPPRA Rules 2014.
- The Bidder must be registered with FBR (NTN and KPRA) and must be active on active tax payer list.
- The bidder must be submitting an affidavit on judicial stamp paper attested by notary public sample attached at page 59.
- The successful bidder shall complete all components under the **Innovative Intervention in Tourism Sector** within the timeline specified in the contract.
- Interested bidder must submit per item rates along-with total rates and grand total.
- The cameras must be PTA approved, where required.
- KPCTA reserves the right to increase or decrease the quantity of any item/component specified in the Schedule of Requirements/BOQ, depending upon budget availability and in accordance with the KPPRA Rules, 2014.

Section IV: EVALUATION CRITERIA

The bids/proposals shall be evaluated in accordance with the criteria specified in the advertisement and the bid solicitation documents, using the point-based evaluation system given below.

A proposal shall be rejected during the technical evaluation if the bid does not fulfill the minimum specified requirements OR if it fails to achieve the minimum score as indicated in the below mentioned table.

PART 2 — TECHNICAL EVALUATION CRITERIA (Scored)

Evaluation Category	Maximum Marks
A. Specific Experience & Past Performance	50
B. Personnel Capabilities	20
C. Financial Soundness	20
D. Solution Design & Compliance	10
TOTAL MARKS	**100**

Note: Bidders must score a minimum of 70 marks overall to be declared technically responsive. Only technically responsive bidders' financial bids will be opened.

CATEGORY A — SPECIFIC EXPERIENCE & PAST PERFORMANCE (Max: 50 Marks)				
Sr.	**Criterion / Sub-Criterion**	**Scoring Guidance**	**Max Marks**	**Score**
A.1	Company Age & Domain Experience Years in the IT industry (date of Legal registration):	10 years = 5 marks Above 10 to 15 years = 10 marks Above 15 years = 15 marks	**15**	
A.2	Purchase Orders: Relevant IT Projects (last 5 years) POs for IT supply & installation projects from public sector & Private Sector (Ratio 70:30)	Less than 5 = 2 Marks 5 POs = 5 marks 6 to 10 POs = 10 marks 11 to 15 POs = 15 marks	**15**	
A.3	Bidder must have operational, staffed offices in the major cities of Pakistan. The office relevant to the project delivery city is MANDATORY. (Proof of office addresses (lease agreement). (Branches must also be reflected on NTN)	- Operational Office in Peshawar only = 5 Marks - Peshawar plus 1 additional city = 7 Marks - Peshawar plus 2 additional cities = 10 Marks	**10**	
A.3	Company Size (Regular/Permanent Employees) Provide EOBI / ESSI records along with CVs.	1 – 10 employees = 2.5 marks 11 – 20 employees = 5 marks 21 – 35 employees = 8 marks 36+ employees = 10 marks	**10**	
	CATEGORY A TOTAL		**50**	

CATEGORY B — PERSONNEL CAPABILITIES (Max: 20 Marks)				
Sr.	**Criterion / Sub-Criterion**	**Scoring Guidance**	**Max Marks**	**Score**
B.1	Project Management PMP-certified, master's in computers related Degree holders, OEM certified resources (CCTV and IT only), on permanent payroll.	- 1 PMP Certified = 2 marks - Master's degree holder(s) in IT = 2 marks - OEM Certified Resource(s) = 1 mark	**5**	
B.2	Bidder must hold a valid: • ISO 9001 (Quality Management Systems) certification, • ISO/IEC 27001 (Information Security Management Systems) certification • ISO/IEC 20000-1 (IT Service Management) certification from an accredited body.	ISO 9001 = 3.5 marks ISO 27001 = 3.5 marks ISO 20000 = 3 marks	**10**	
B.3	Bidder must be a PEC certification, code EE02 for Security, safety and surveillance system	5 Marks	**5**	

CATEGORY B TOTAL		**20**	

CATEGORY C — FINANCIAL SOUNDNESS (Max: 15 Marks)				
Sr.	**Criterion / Sub-Criterion**	**Scoring Guidance**	**Max Marks**	**Score**
C.1	Average Annual Turnover (last 3 years) from audited financial statements. Formula: Total revenue ÷ 3 years. Currency conversion at NBP rate on 30th June of applicable year-end.	PKR 300 M to 500 M = 5 marks Above 500 M = 10 marks	**10**	
C.2	Working Capital / Liquidity Net working capital (current assets minus current liabilities) or confirmed credit facility from audited statements.	PKR 50M to 100M = 2 marks Above PKR 100M to 200M = 3 marks Above 200M = 5 marks	**5**	
C.3	Bidder must demonstrate financial capacity through at least ONE single purchase order from the last [3] years with a value of not less than PKR 100 million. (Copy of largest single PO in the last 3 years with value clearly stated)	1 PO of 100 M = 2 marks 2 POs of 100 M = 3 marks More than 2 POs = 5	**5**	
CATEGORY C TOTAL			**20**	

CATEGORY D — SOLUTION DESIGN, COMPLIANCE & METHODOLOGY (Max: 15 Marks)				
Sr.	**Criterion / Sub-Criterion**	**Scoring Guidance**	**Max Marks**	**Score**
D.1	Technical Proposal Quality & Specification Compliance Completeness, accuracy, and professionalism of technical proposal. Compliance with all specifications in the Statement of Requirements (SoR). Minor deviations may be accepted	Full compliance = 10 marks 1-2 minor deviations = 7 marks 3-4 minor deviations = 4 marks Major deviation = 0 marks	**10**	
CATEGORY D TOTAL			**10**	

TECHNICAL EVALUATION SUMMARY	Maximum Marks	Marks Scored	Pass? (Y/N)
A. Specific Experience & Past Performance	50		
B. Personnel Capabilities	20		
C. Financial Soundness	15		
D. Solution Design & Compliance	15		
GRAND TOTAL — TECHNICAL SCORE	**100**		
Minimum required: 70/100 overall	**70**		
Technically Responsive?	□ YES	□ NO	

Important Note:

- Minimum Qualifying Marks is 70. Financial bids of those firms will be opened who secures 70 Marks out of 100.
- The relevant documents must be attached for the above evaluation criteria. No documents / Certificates (affecting the marks) shall be entertained once technical bids opened.
- Contract will be awarded to the firm secure bid **lowest in terms of the price.**

Financial Evaluation:

i. According to the KPPRA Rules 2014 Procurement of works and non- consulting services Rule 6 (2) (b) (ix) (The bid found to be the lowest evaluated bid shall be accepted)

ii. If the financial bids of two or more bidders are tied, the successful bidder shall be determined through a transparent draw/toss in the presence of the concerned bidders.

Section V. Technical Specifications

Technical Specifications are already mentioned in the Schedule of Requirement.

Section VI. Sample Forms

Sample Forms

1. Bid Form and Price Schedules

Date:________________
IFB No:_______________

To: *[name and address of Procuring Agency]*

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to ______ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of [number] days from the date fixed for Bid opening under Clause 25 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity

(if none, state ―nonell)

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

Dated this ________________day of ________________20______.

______________________________ __________________________________

signature] [in the capacity of]

Price Schedule in Pak. Rupees

Name of Bidder_________________IFB Number___________________Page of___________

1	2	4	5	6	7
Item	Description	Quantity	Unit price named place	Total per item	Unit price of Delivered to final destination plus price of other incidental services if required3

Signature of Bidder ____

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

2. Bid Security Form

Whereas [name of the Bidder] (hereinafter called ―the Bidder‖) has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called ―the Bid‖).

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called ―the Bank‖), are bound unto [name of Procuring agency] (hereinafter called ―the Procuring agency‖) in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____day of ______________ 20___.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:

    a. fails or refuses to execute the Contract Form, if required; or
    b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring agency up to the above amount upon receipt of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand the Procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty-eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

____

[signature of the bank]

3. Contract Form

CONTRACT AGREEMENT

(If required otherwise work order will be issued)

―This document is a draft/specimen agreement. Its clauses may be amended or modified by mutual agreement of the parties to reflect the final requirements, scope of supplies, and any other applicable terms and conditions.‖

THIS AGREEMENT is made and agreed today on _____________*, 2025 (Day)* between **KHYBER PAKHTUNKHWA CULTURE AND TOURISM AUTHORITY** (*hereinafter referred to as the Procuring Entity or the first party* and **FIRM NAME**, Located (*Address*). *(Hereinafter referred to as the Event Management or the second party)* that:

WHEREAS the Procuring Entity has made an open competitive bidding for services of **"INNOVATIVE INTERVENTION IN TOURISM SECTOR" ADP Code: 1858 / 251487 (2025-26)**

Both the parties agreed that:-

Scope of Services:

The FIRM NAME shall perform the Services during the period commencing from date of signing of this contract and will complete each task as mentioned below:

Payment:

For Services rendered the KPCTA shall pay to the FIRM NAME a total amount of Rs. Figure/- (In words).

Administration:

This authority designates Mr. ____________, Designation as coordinator; the coordinator will be responsible for the coordination of Services/activities under this contract, for acceptance and approval of the reports and of other deliverables submitted by the FIRM NAME.

Performance Standards:

The FIRM NAME undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

Confidentiality:

The FIRM NAMEs shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

Ownership of Material:

Any studies report or other material, graphic or otherwise, prepared by the FIRM NAME for the KPCTA under the Contract shall belong to and remain the property of the KPCTA, which the FIRM NAME shall not share with any other person as laid in confidentiality clause.

FIRM NAME not to be engaged in certain Activities:

The FIRM NAME agrees that, during the term of this Contract and after its termination, the FIRM NAME and any entity affiliated with the FIRM NAME, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

Assignment:

The FIRM NAME shall not assign this Contract or sub-contract any portion of it without the prior written consent from the competent authority.

Law Governing Contract and Language:

The Contract shall be governed by the laws of Pakistan in general and Khyber Pakhtunkhwa in particular and the language of the Contract shall be English.

Dispute Resolution:

The parties to this agreement shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract. However, despite such negotiation if the Khyber Pakhtunkhwa, Culture and Tourism Authority and M/s FIRM NAME have been unable to resolve amicably a contract dispute, either party may refer the case to Secretary to, Department of Tourism, Sports, Culture, Youth Affairs, Museums & Archaeology, Government of Khyber Pakhtunkhwa for decision and shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).

Termination of Contract:

By KPCTA:

The KPCTA may terminate this Contract by not less than fifteen (15) days written notice to the FIRM NAME to be given after the occurrence of any of the events specified below:

a) if the FIRM NAME does not remedy a failure in the performance of his/her obligations under the Contract, within fifteen (15) days after being notified or within any further period as the KPCTA may have subsequently approved in writing;
b) if, as the result of Force Majeure, the FIRM NAME is unable to perform a material portion of the Services for a period of not less than fifteen (15) days;
c) if the FIRM NAMEs, in the judgment of the KPCTA, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract; or
d) if the KPCTA, in its sole discretion, decides to terminate this Contract.

Modification or Variation:

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

(b) In cases of substantial modifications or variations, the prior written consent of the competent authority is required.

Cancelation:

In the cancellation of the contract after its award, this Authority shall only be liable to compensate [FIRM NAME] for the work completed up to the point of cancellation. Such compensation shall be subject to verification and approval by the inspection committee based on their official report.

PARTY ONE

NAME
DESIGNATION
Khyber Pakhtunkhwa, Culture & Tourism Authority
CNIC: 00000-000000-0
Address: Olympic Plaza, Peshawar Sports Complex, Stadium Road, Peshawar Cantt.
Contact: +92-000-000000

PARTY TWO

NAME
DESIGNATION
FIRM NAME
Address:
CNIC: 00000-000000-0
Contact: +92-000-000000

WITNESS 1

Name:____________________

CNIC: _____________________

WITNESS 2

Name:____________________

CNIC: _____________________

4. Performance Security Form

To: *[name of Procuring agency]*

WHEREAS [name of Service Provider] (hereinafter called ―the Service Provider‖) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____________20___to supply *[description of services]* (hereinafter called ―the Contract‖).

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

AND WHEREAS we have agreed to give the Service Provider a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Service Provider 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 __________20_____.

Signature and seal of the Guarantors

___

[name of bank or financial institution]

___

[Address]

___

[date]

5. Bank Guarantee for Advance Payment

To: *[name of Procuring agency]*

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Service Provider]* (hereinafter called ―the Service Provider‖) shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words].*

We, the *[bank or financial institution]*, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Service Provider, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Service Provider, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Service Provider under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

6. INTEGRITY PACT

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

Contract No.______________Dated ____________Contract Value: *[To be filled in at the time of signing of Contract]* Contract Title: _________________

[name of Service Provider] 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 Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Service Provider] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto.

[name of Service Provider] 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 GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Service Provider] 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 GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

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

Name of Buyer: ……………… Name of Seller/Service Provider: …………

Signature: ……………………[Seal] Signature:...................................{Seal]

7. AFFIDAVIT

I/We, the undersigned solemnly state that:

1) We have read the contents of the Bidding Document and have fully understood it.
2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
3) The undersigned are also eligible Bidders within the meaning of Clause 2 ―ELIGIBLE BIDDERS‖ of the Bid Solicitation Documents.
4) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
5) We undertaking in their technical bids that the requisite bid security is included in their Financial Bid.
6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project, all the information provided is valid and updated.
8) The undersigned has no dispute anywhere in the province regarding Services.
9) We affirm that the documents provided in technical bid and contents of this affidavit are correct and up to date to the best of our knowledge and belief.

Signed

Note: **The affidavit must be on judicial stamp paper by the Executive of the Firm & attested by Oath Commissioner.**

KHYBER PAKHTUNKHWA
CULTURE & TOURISM
AUTHORITY

BID SOLICITATION DOCUMENTS

FOR

E-TENDER NOTICE

“INNOVATIVE INTERVENTION

IN TOURISM SECTOR”

DEVELOPMENT OF SOFTWARES & UP GRADATION SOLUTION

FOR

KP SMART TOURISM COMMAND & MONITORING SYSTEM (STCMS)
(PACKAGE-I)

Under

National Competitive Bidding (NCB)

2026

Note: The bidder is expected to examine the Bidding Documents carefully, including all instructions, forms, terms, specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

PREFACE

These Bidding Documents have been prepared for use by **Khyber Pakhtunkhwa, Culture and Tourism Authority** for contracting Firm/company/Service Provider **INNOVATIVE INTERVENTION IN TOURISM SECTOR "DEVELOPMENT OF SOFTWARE & UP GRADATION FOR KP SMART TOURISM COMMAND & MONITORING SYSTEM (STCMS) (PACKAGE-I)** through **E-Pak Acquisition and Disposal System (EPADS)** National Competitive Bidding (NCB) Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014.

In order to simplify the preparation of bidding documents for procurement, the Bidding Documents are grouped in two parts based on provisions which would remain the same for every procurement and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part two which is further organized into six sections. Sections I, II, III, IV, and V, respectively contain Invitation for Bids; Bid Data Sheet; Special Conditions of Contract; Schedule of Requirements; Technical Specifications; and the forms to be used, while Section VI is about Sample Forms.

KHYBER PAKHTUNKHWA CULTURE & TOURISM AUTHORITY

Khyber Pakhtunkhwa Forget Everything Else!

CORRIGENDUM/ADDENDUM

Reference to advertisement No. INF (P) 4183/ 26 published in daily **The News, Aaj & Express dated 15/8/2026** regarding **Innovative Intervention in Tourism Sector.** The last date of bid submission has been extended to **14/9/2026.** Revised/updated Bid Solicitation. Documents as discussed in Pre-bid meeting held on 24/08/2026 can be downloaded from **E-Pak Acquisition and Disposal System (EPADS).**

All other terms and Conditions of the bidding documents, timing of bid submission and opening shall remain unchanged. These amendments are to ensure transparency and comparability in the evaluation of bids.

DIRECTOR GENERAL

Khyber Pakhtunkhwa, Culture & Tourism Authority, Olympic Plaza, Peshawar Sports Complex, Stadium Road, Peshawar Cantt. Phone # 091-9211091, Fax # 091-9210871

ZERO TOLERANCE TO CORRUPTION INF(P) 4420/26

12x2

TENDER DOCUMENT

"INNOVATIVE INTERVENTION

IN TOURISM SECTOR"

DEVELOPMENT OF SOFTWARE & UP GRADATION FOR

KP SMART TOURISM COMMAND & MONITORING SYSTEM (STCMS)

(PACKAGE-I)

The proposal will be opened via **EPADS platform on 14-09-2026 at 11:30 am** sharp in the conference hall of Khyber Pakhtunkhwa Culture and Tourism Authority in the presence of the Procurement Committee under the chairmanship of the Chairman Procurement Committee, KP-CTA.

Name of the Company / Firm:

____

Address of the Correspondent:

____

____

Date:____________________

____
Signature and Seal

Telephone No: ________________

Fax No:____________

E mail: ______________________

MANDATORY REQUIRED CHECKLIST

S.No.	Required Documents	Bidder's Initial Checklist	Document Name Provided
1.	NTN Certificate & STRN		
2.	KPRA Certificate		
3.	On Active Taxpayers List of FBR & KPRA		
4.	Registration/Incorporation/Business Certificate		
5.	Complete Company profile		
6.	Firm's past performance certificates Relevant Supply Orders/Work Orders issued along with the completion certificates (mandatory) by the "Government, Semi Government, Autonomous Body/Private".		
7.	• An affidavit on stamp paper of Rs. 100/- submitting following clauses: that • The undersigned are not blacklisted or facing debarment from any Government/Semi Government/Autonomous Organization • All the information and document provided valid and update to the best of our knowledge. • Undertaking in their technical bids that the requisite bid security is included in the Financial Bid		
8.	• Bidder must be registered with the Pakistan Software Export Board (PSEB) as a software house / IT developer / IT company, with registration valid and current at the time of bid submission. • Valid PSEB Registration Certificate		
9.	Bid Validity period of 90 days		

Signature & Stamp

Note: All the interested bidders will be required to submit following checklist completed in all respects. Any service provider fails to submitting signed checklist will be disqualified.

TABLE OF CONTENTS

PART-ONE

FIXED CONDITIONS OF CONTRACT

1. Instructions to Bidders (ITB)
2. General Conditions of Contract (GCC)

Note: *Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully for filling up the Bidding Documents properly in order to become responsive.*

Part One: Instruction to Bidders (ITB)

Table of Clauses

INSTRUCTIONS TO BIDDERS

A. Introduction

1. Source of Funds

1.1 The Khyber Pakhtunkhwa Culture and Tourism Authority as mentioned in the **Bid Data Sheet (BDS)** from **Innovative Intervention in Tourism Sector Development of Software & up gradation for KP Smart Tourism Command & Monitoring System (Package-I)** ADP Code: 1858 / 251487 (2025-26)

2. Eligible Bidders

2.1 This Invitation for Bids (IFB) is open to all eligible local and national firms/companies/services providers having five years experience as mentioned in the **Bid Data Sheet (BDS)**.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to perform services for the preparation of the design, specifications, and other documents to be used for **"Innovative Intervention in Tourism Sector Software-up gradation for KP Smart Tourism Command & Monitoring System"** under this Invitation for Bids.

2.3 Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Khyber Pakhtunkhwa.

2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPPRA Rules 2014.

2.5 The Bidder should be register with Income Tax, STRN & KPRA Department, and must be reflected as Active Tax Payer List of FBR & KPRA.

2.6 If the bidder is applying for this bid by any consortium, joint venture and association is not eligible for this bid and the bid may be consider non responsive and rejected.

3. Eligible Services

3.1 All services to be performed under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such services.

3.2 For purposes of this clause, "origin" means the place from which the Services are perform.

3.3 The origin of services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Procedure

5. The Governing Rule

5.1 The Bidding procedure shall be governed by the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services KPPRA Rules, 2014.

6. Applicable Bidding Procedure

6.1 The bidding procedure is governed by Rule 14(2)(b) KPPRA Rules, 2014. Bidders are advised also to refer to the **Bid Data Sheet (BDS)** to confirm the Bidding procedure applicable in the present bidding process.

6.2 The bidding procedure prescribed in the Bid Data Sheet is explained below:

Single Stage, Two Envelope Procedure (Rule 14 (2)(b) KPPRA 2014)

i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the **Technical Proposal and the Financial Proposal through EPADS platform.**

ii) Initially, only **"TECHNICAL PROPOSAL"** shall be opened; technical proposal is to determine the technical strength and consideration of the eligibility of the firm for the bidding process, which is to be carried out before the opening of the financial bids.

iii) **FINANCIAL PROPOSAL** shall be opened qualified bidder only;

iv) the Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;

v) during the technical evaluation no amendments in the technical proposal shall be permitted;

vi) the financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;

vii) After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidders; and

viii) The bid found to be the best evaluated having lowest price shall be accepted

C. The Bidding Documents

7. Content of Bidding Documents

7.1 The bidding documents include:

a) Instructions to Bidders (ITB)
b) Bid Data Sheet
c) General Conditions of Contract (GCC)
d) Special Conditions of Contract (SCC)
e) Schedule of Requirements

f) Technical Specifications
g) Bid Form and Price Schedules
h) Bid Security Form
i) Contract Form
j) Performance Security Form
k) Affidavit on judicial Stamp Pap

7.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

8. Clarification of Bidding Documents

8.1 An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Bidding Procuring agency will respond in writing to any request for Documents clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents. Any objection or reservation on the BSD shall be submitted in writing in the pre-bid meeting by the interested bidder or by the authorized representative"

9. Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.

9.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.

9.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

D. Preparation of Bids

10. Language of Bid

10.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the **Bid Data Sheet**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

11. Documents Comprising the Bid

11.1 The bid prepared by the Bidder shall comprise the following components:

a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 12, 13, and 14
b) documentary evidence established in accordance with ITB Clause 15 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
c) bid security furnished in accordance with ITB Clause 17.

12. Bid Form

12.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the services to be perform, a brief description of the services.

13. Bid Prices

13.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the services it proposes to perform under the contract.

13.2 Prices indicated on the Price Schedule shall be delivered, all Government tax inclusive prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.

13.3 The Bidder's separation of price components in accordance with ITB Clause 13.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.

13.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 27. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

14. Bid Currencies

14.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

15. Documents Establishing Bidder's

15.1 Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

15.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.

Eligibility and Qualification

15.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:

a) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

16. Documents Establishing Services' Eligibility and Conformity to Bidding Documents

16.1 Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all services which the Bidder proposes to perform under the contract.

16.2 The documentary evidence of the eligibility of the services shall consist of a statement in the Price Schedule of the country of origin of the services offered which shall be confirmed by a certificate of origin issued at the time of delivery.

16.3 The documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

a) a detailed description of the essential technical and performance characteristics of the services;

b) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

17. Bid Security

17.1 Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet. [The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid][1]

17.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 17.7.

17.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

a) Irrevocable encashable on-demand Bank call-deposit.

17.4 Any bid not secured in accordance with ITB Clauses 17.1 and 17.3 will be rejected by the Procuring agency as non-responsive, pursuant to ITB Clause 27.

[1] Inserted by KPPRA Notification No. KPPRA/M&E/Estt:/1-12/2017-18 dated April 05, 2018.

17.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 18.

17.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 35, and furnishing the performance security, pursuant to ITB Clause 36.

17.7 The bid security may be forfeited:

a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

b) in the case of a successful Bidder, if the Bidder fails:

i. to sign the contract in accordance with ITB Clause 35;

or

ii. to furnish performance security in accordance with ITB Clause 36.

18. Period of Validity of Bids

18.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 21. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive.

18.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 16 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

19. Format and Signing of Bid

19.1 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid shall be sign and stamp by the person or persons signing the bid otherwise the bid shall be rejected by the Procuring agency as non-responsive.

19.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

19.3 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

E. Submission of Bids

20. Sealing and Marking of Bids

20.1 With the implementation of **EPADS,** this clause shall be deemed complied with through electronic submission on EPADS. Bids shall be submitted through EPADS only, and no hard copies are required. References to other sections/clauses shall remain applicable.

20.2 The inner and outer envelopes shall:

a. be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
b. bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

20.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

20.4 If the outer envelope is not sealed and marked as required by ITB Clause 20.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

21. Deadline for Submission of Bids

21.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 20.2 no later than the time and date specified in the Bid Data Sheet.

21.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 9, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

22. Late Bids

22.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 21 will be rejected and returned unopened to the Bidder.

23. Bidding for Selective Items

23.1 Bid for selective items from the list of services provided for in the Schedule of Requirements, Bidder cannot bid for partial quantities of an item in the Schedule of requirement. THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE SCHEDULE OF REQUIREMENT otherwise the bid may be consider non-responsive and straightway be rejected.

24. Modification And Withdrawal of Bids

24.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.

24.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 20 by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

24.3 No bid may be modified after the deadline for submission of bids.

24.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 17.7.

F. Opening and Evaluation of Bids

25. Opening of Bids by the Procuring agency

25.1 The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

25.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 22.

25.3 Bids (and modifications sent pursuant to ITB Clause 24.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

25.4 The Procuring agency will prepare minutes of the bid opening.

26. Clarification of Bids

26.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

27. Preliminary Examination

27.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

27.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

27.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

27.4 Prior to the detailed evaluation, pursuant to ITB Clause 28 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 17), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

27.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity, any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:

- Received without earnest money;
- Received without original slip of tender fee;
- It is received after the date and time fixed for its receipt;
- The Bid Solicitation Document (BSD) each page shall be signed and stamped;
- The offer is ambiguous;
- The offer is conditional i.e. advance payment or currency fluctuations etc.;
- The offer is from blacklisted firm in any Federal / Provincial Government Department; and
- The offer is for store / items not conforming to the specifications indicated in the tender enquiry;
- Received without affidavit;
- Received without registration certificates;

28. Evaluation and Comparison of Bids

28.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB

28.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these Standard Bidding Documents (SBDs).

28.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day.

28.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

29. Contacting the Procuring agency

29.1 Subject to ITB Clause 26, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.

29.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

G. Award of Contract

30. Post-qualification

30.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 15.3.

30.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 15.3, as well as such other information as the Procuring agency deems necessary and appropriate.

30.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

31. Award Criteria

31.1 Subject to ITB Clause 33, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

32. Procuring agency's Right to Vary required Services at Time of Work Order

32.1 The Procuring agency reserves the right at the time of issuance of work order during the period of contract increase or decrease, the required services originally specified in the Schedule of Requirements, contract agreement without any change in unit price or other terms and conditions.

33. Procuring agency's Right to Accept any Bid and to Reject any or All Bids

33.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

34. Notification of Award

34.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

34.2 The notification of award will constitute the formation of the Contract.

34.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 36, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 17.

35. Signing of Contract

35.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

35.2 Within ten (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

36. Performance Security

36.1 Within ten (10) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security (amount mentioned in Bid Data Sheet) in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

36.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 35 or ITB Clause 36.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

37. Corrupt or Fraudulent Practices

37.1 The Government of Khyber Pakhtunkhwa requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Service Providers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPPRA Act, 2012 and Rules made thereunder:

a. defines, for the purposes of this provision, the terms set forth below as follows:

   i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

   ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;

b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

37.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

38. Integrity Pact

38.1 The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.

39. Limitation on Negotiations.

39.1 Negotiations, that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidder, but only to minor technical, contractual or logistical details.

39.2 Negotiations may relate to the following areas; (the list is being provided as guidance only and under no circumstances be treated as exhaustive and final):

- minor alterations to technical details, such as the scope of work, the specification or drawings;
- minor amendments to the Special Conditions of Contract;
- finalization of payment schedule and ancillary details;
- mobilization arrangements;
- agreements on final delivery or completion schedules to accommodate any changes required by the Procuring Agency;
- the proposed methodology or staffing;
- inputs required from the Procuring Agency;
- clarifying details that were not apparent or could not be finalized at the time of bidding;
- The Bidder's tax liability in Pakistan, if the Bidder is a foreign company.
- minor alterations to technical details, such as the scope of work, the specification or drawings;

40. Negotiations shall not be used to

40.1

- substantially change the technical quality or details of the requirement, including the tasks b or responsibilities of the Bidder or the performance of the Services;
- substantially alter the terms and conditions of Contract;
- reduce unit rates or reimbursable costs;
- substantially alter anything which formed a crucial or deciding factor in the evaluation of the bids or proposals alter the submitted financial bid

Part One - Section II.

General Conditions of Contract

Table of Clauses

General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

a. "The Contract" means the agreement entered into between the Procuring agency and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b. "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.

c. "The Services" means all of the Firms/companies for **Innovative Intervention in Tourism Sector Development of Software & up gradation for KP Smart Tourism Command & Monitoring System (Package-I)** ADP Code: 1858 / 251487 (2025-26) which the Service Provider is required to perform to the Procuring agency under the Contract.

d. "GCC" means the General Conditions of Contract contained in this section.

e. "SCC" means the Special Conditions of Contract.

f. "The Procuring agency" means the organization procuring the Services, as named in SCC.

g. "The Procuring agency's country" is the country named in SCC.

h. "The Service Provider" means the individual or firm providing the Services under this Contract.

i. "The Project Site," where applicable, means the place or places named in SCC.

j. "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

3.1 All Services performed under the Contract shall have their origin in the countries and territories eligible under the rules and `further elaborated in the SCC.

3.2 For purposes of this Clause, "origin" means the place where the Services are perform.

3.3 The origin of Services is distinct from the nationality of the Service Provider.

4. Standards

4.1 The Services perform under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Government

5.1 The Service Provider shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Service Provider shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Service Provider's performance under the Contract if so required by the Procuring agency.

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

6. Patent Rights

6.1 The Service Provider shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Services or any part thereof in the Procuring agency's country.

7. Performance Security

7.1 Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security as specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

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

8. Inspections and Tests

8.1 The Procuring agency or its representative shall have the right to inspect Services to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Service Provider in writing, in a timely manner, of the identity of any representatives retained for these purposes.

	8.2	The inspections may be conducted on the premises of the Service Provider or its subcontractor(s), at point of delivery, and/or at the Services' final destination. If conducted on the premises of the Service Provider or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
	8.3	Should any inspected Services fail to conform to the Specifications, the Procuring agency may reject the Services, and the Service Provider shall either replace the rejected Services or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
9. Payment	9.1	The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.
	9.2	The Service Provider's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.
	9.3	Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Service Provider.
	9.4	The currency of payment is Pak. Rupees.
10. Prices	10.1	Prices charged by the Service Provider for Services under the Contract shall not vary from the prices quoted by the Service Provider in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.
11. Change Orders	11.1	The Procuring agency may at any time, by a written order given to the Service Provider pursuant to GCC Clause 24, make changes within the general scope of the Contract in any one or more of the following: a. drawings, designs, or specifications, where Services to be furnished under the Contract. **b.** the place of delivery; and/or c. the Services to be performed by the Service Provider.
12. Contract Amendments	12.1	Subject to GCC Clause 11, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
13. Assignment	13.1	The Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.
14. Subcontracts	14.1	The Service Provider shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.

14.2 Subcontracts must comply with the provisions of GCC Clause 3.

15. Delays in the Service Provider's Performance

15.1 Delivery of the Services shall be made by the Service Provider in accordance with the time schedule prescribed by the Procuring agency in the Work Order.

15.2 If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely delivery of the Services and performance of Services, the Service Provider shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

15.3 Except as provided under GCC Clause 18, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to GCC Clause 16, unless an extension of time is agreed upon pursuant to GCC Clause 15.2 without the application of liquidated damages.

16. Liquidated Damages

16.1 Subject to GCC Clause 18, if the Service Provider fails to deliver any or all of the Services within the period(s) specified in the Contract/Work Order, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 17.

17. Termination for Default

17.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

a. if the Service Provider fails to deliver any or all of the Services within the period(s) specified in the Contract/Work Order, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 15; or

b. if the Service Provider fails to perform any other obligation(s) under the Contract.

c. if the Service Provider, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

17.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 17.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Procuring agency for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

18. Force Majeure

18.1 Notwithstanding the provisions of GCC Clauses 15, 16, and 17, the Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

18.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

18.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19. Termination for Insolvency

19.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, performed that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

20. Termination for Convenience

20.1 The Procuring agency, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

21. Resolution of Disputes	21.1	The Procuring agency and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	21.2	If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
22. Governing Language	22.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 23, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
23. Applicable Law	23.1	The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.
24. Notices	24.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
	24.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
25. Taxes and Duties	25.1	Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring agency.

TABLE OF CONTENTS - PART TWO

Part Two
Section I. Invitation for Bids

INVITATION FOR BID

(E-TENDER NOTICE)

"INNOVATIVE INTERVENTION IN TOURISM SECTOR"

The Director General, Khyber Pakhtunkhwa Culture and Tourism Authority invites bids/proposals through **e-Pak Acquisition and Disposal System (EPADS)** from eligible firms/companies/service providers under National Competitive Bidding for the project titled **"Innovative Intervention in Tourism Sector" under ADP Code No. 1858 / 251487 (2025-26)** for establishment of KP Smart Tourism Command & Monitoring System (STCMS) at CTA Headquarters, Peshawar. The STCMS shall operate as a 24/7 central command center for tourism safety, emergency response, monitoring, and service coordination across Khyber Pakhtunkhwa, including live camera feeds, dashboards, GIS mapping, incident reporting, and coordination with Tourism Police, District Administration, Rescue 1122, Helpline 1422, Aviation, and Pakistan Meteorological Department, under the following packages:

i. **Development of Software & up gradation Solution for KP Smart Tourism Command & Monitoring System (STCMS) (Package- I)**
ii. **Supply & Installation of Monitoring & Display Systems for STCMS (Package- II)**

<u>TERMS & CONDITIONS:</u>

1. Valid/renewed certificate of registration with legal/recognized professional bodies FBR (NTN& KPRA/ STRN Certificate), in the case of Company SECP Certificate, Firm/Company must be active on active taxpayer list.
2. Bidders are required to submit only their Bids electronically via the **EPADS platform** on or before **14 September, 2026** at **11:00 am**. No hard copy submissions of bidding documents are required in this office. The bids shall be opened/downloaded on the same day by the Procurement committee at **11:30 am** in the presence of bidders or their authorized representatives who choose to attend. Late submissions shall not be accepted.
3. Bidders must submit **separate bids** for each package and quote package-wise rates.
4. A Call Deposit Receipt (CDR) **equal to 2%** of the quoted amount shall be submitted as Bid Security separately for **each package** applied for, in favor of the **KPK Culture & Tourism Authority Fund Account**.
5. The original CDR shall be submitted to the KPCTA office on or before the bid submission deadline, while a scanned copy must be uploaded on **EPADS**.
6. Bidding documents may be obtained from the office of the undersigned during office hours upon payment of a non-refundable fee of Rs. 1,000/- (if a hard copy is required), or they can be downloaded free of cost from the **EPADS, KPPRA, and KPCTA** websites.
7. Pre-bid meeting shall be held on **24th August, 2026 at 03:00 pm** in the conference hall of the Khyber Pakhtunkhwa Culture and Tourism Authority.
8. The bidder must submit an affidavit on stamp paper, duly attested by a notary public, affirming that the information provided in the bidding document is correct.
9. The undersigned may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as per provision contained in KPPRA Rules 2014.

DIRECTOR GENERAL
Khyber Pakhtunkhwa, Culture & Tourism Authority, Olympic Plaza, Peshawar Sports Complex, Stadium Road, Peshawar Cantt. Phone # 091-9211091, Fax# 091-9210871

Section II. Bid Data Sheet

ITB Ref	Description	Detail
ITB Clause 1.1	Name of Procuring Agency & source of funds	*Khyber Pakhtunkhwa Culture and Tourism Authority* *Public Fund*
ITB Clause 2.1	Name of Contract	**Innovative Intervention in Tourism Sector Development of Software & up gradation solution for KP Smart Tourism Command & Monitoring System (Package-I)** under ADP Code: 1858 / 251487 (2025-26).
ITB Clause 2.1	Qualification requirements for eligible bidders	**Bidder having minimum of 5 years' experience**
IFB Clause 4	Commencement date of provision of Bidding Document	**After publication of advertisement**
IFB Clause 4	Closing date of issuance of Bid documents/Bid submission on **EPADS**	**14-9-2026 at 11:00 am**
ITB Clause 23	Bidding for Selective Items / Lots	**No**
ITB Clause 6.1	Bidding procedure	Single Stage–Two Envelopes bidding procedure as per Rule 14 (2b) of KPPRA Rules 2014.
ITB Clause 28	Method of determining Lowest evaluated Bidder	Best Evaluated Bid under Section 2 (1)(c) of KPPRA Act 2014.
ITB Clause 8.1	Clarification(s) on Bidding Documents	**Procurement Committee, Khyber Pakhtunkhwa, Culture and Tourism Authority**
IFB Clause 6	Pre-Bid meeting date, time and venue	**24-8-2026 at 03:00 pm**
ITB Clause 10.1	Language of bid	**English**
ITB Clause 13	Bid Price	Bid Price shall be inclusive of all duties, taxes & levies.
ITB Clause 14.1	Currency of Bid	**PKR**
ITB Clause 12	Name of the Bid Form (Primary documents)	• Bid form and price schedules • Bid security form • Contract form • Performance security form • Bank guarantee for advance payment • Integrity pact
ITB Clause 17	Amount of Bid Security / Earnest Money	The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money 2% of quoted amount each package applied for.
ITB Clause 18	Bid validity period	**90 days**
ITB Clause 21	Last date and time for the receipt of bidding document	**14-9-2026 at 11:00am**
ITB Clause 25	Date, time and venue of opening of technical bids	**14-9-2026 at 11:30am Via EPADS in Conference Hall of Khyber Pakhtunkhwa Culture and Tourism Authority.**

ITB Clause 36	Performance Guaranty / Performance Security	The successful bidder will deposit **10% of Quoted amount** as a performance security at the time of LOA (Letter of Acceptance) in the shape of call deposit / bank guarantee / pay order.
ITB Clause 20.2	Address of Procuring Agency	Olympic Plaza, Peshawar Sports Complex, Stadium Road, Peshawar Cantt.

Section III. Special Conditions of Contract

Table of Clauses

Special Conditions of Contract

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

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring agency should draft specifically for each procurement.]

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: **Khyber Pakhtunkhwa Culture and Tourism Authority**

GCC 1.1 (h)—The Procuring agency's country is: **Pakistan**

GCC 1.1 (i)—The Service Provider is: ______________________________

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

3. Performance Security (GCC Clause 7)

GCC 7.1— The successful bidder will deposit 10% of quoted amount as a performance security at the time of LOA (Letter of Acceptance) in the shape of call deposit. Which will be release after 15 days of the completion of the subject event.

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to delivery of services and at final acceptance are as follows:

Acceptance by the Inspection/Procurement Committee, Khyber Pakhtunkhwa Culture and Tourism Authority.

5. Payment (GCC Clause 9)

GCC 9.1—The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows: **Payment Shall be made within 30 days by submitting Invoice and Proof of Performance**

Payment for Services Provided:

Payment shall be made in Pak. Rupees in the following manner:

Payment of local currency portion shall be made in PKR within thirty (30) days that all contracted services have been performed.

Upon Performance, the Service Provider shall notify the Procuring agency the full details of the performance, including Contract number, description of Services, quantity. The Service Provider shall mail the following documents to the Procuring agency:

i. copies of the Service Provider’s invoice showing Services’ description, quantity, unit price, and total amount;
ii. Inspection certificate, issued by the nominated inspection committee.

6. Prices (GCC Clause 10)

Sample provision

GCC 10.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC: **No Adjustment**

7. Liquidated Damages (GCC Clause 16)

GCC 16.1—Applicable rate:

0.5% per week or 0.07% per day of the total Contract price
Maximum deduction: ≤ 10% of the total contract amount.

8. Resolution of Disputes (GCC Clause 21)

The dispute resolution mechanism to be applied pursuant to GCC Clause 21.2 shall be as follows:

In the case of a dispute between the Procuring agency and the Service Provider, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency’s country.

9. Governing Language (GCC Clause 22)

GCC 22.1—The Governing Language shall be: **English**

10. Applicable Law (GCC Clause 23)

GCC 23.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

- **Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014**
- **The Arbitration Act 1940**
- **The Contract Act 1876**
- **The Employment of Children (ECA) Act 1991**
- **The Bonded Labor System (Abolition) Act of 1992**
- **The Factories Act 1934**

11. Notices (GCC Clause 24)

GCC 24.1—Procuring agency’s address for notice purposes: **Olympic Plaza, Peshawar Sports Complex, Stadium Road, Peshawar Cantt.**

Service Provider’s address for notice purposes:

____

Section IV. Schedule of Requirements

1. Scope of Procurement

This package covers only the design, development, deployment, integration, and maintenance of software systems under STCMS.

All hardware components are excluded from this procurement and will be handled under separate packages.

2. Objective

A fully equipped **KP Smart Tourism Command & Monitoring System (STCMS)** will be established at the **CTA Headquarters, Peshawar**, operating as the central 24/7 command node for tourism safety, emergency response, situational awareness, and service coordination across Khyber Pakhtunkhwa. The STCMS will be staffed with trained technical and operational personnel and shall integrate live camera feeds, analytical dashboards, GIS mapping layers, incident management, and reporting from various tourist destinations across the province.

The STCMS will maintain real-time coordination with **Tourism Police, District Police, Rescue 1122, Local Administration, Tourism Emergency Helpline (1422)**, **DG Aviation, Meteorological Department, and the Tourism Department** to support swift decision-making and field-level interventions during peak tourist seasons, special events, and emergencies.

In parallel, the existing **KP Tourism Mobile Application** will be **upgraded into an AI-enabled Mobile & Web Platform** directly connected to the STCMS ecosystem. The current application while functional for basic informational and promotional purposes—offering features such as Tourism Helpline (1422), destination guides, and manual digital media outreach via CTA's tourism portal (**kptourism.com**) and social media channels—lacks alignment with the STCMS operational framework. Specifically, it does not support:

- Tourism Police field operations
- STCMS dashboards & live situational feeds
- AI chatbot and multilingual assistance
- AI-assisted travel guidance & recommendations
- Foreign Tourist Registration System
- E-commerce, bookings & tourism revenue modules
- Complaint, SOS, and emergency workflows
- Data analytics for policy planning and decision-making

Under **STCMS**, the upgraded application will support:

- Enhance Tourist Experience
- Promote KP Cultural Heritage
- Improve Tourist Safety
- Digitalize Tourism Services
- Support Sustainable Tourism

- Enable AI-Driven Services
- Improve Data Analytics and Decision Making
- Enhance International Tourist Facilitation
- Establish Smart Tourism Ecosystem

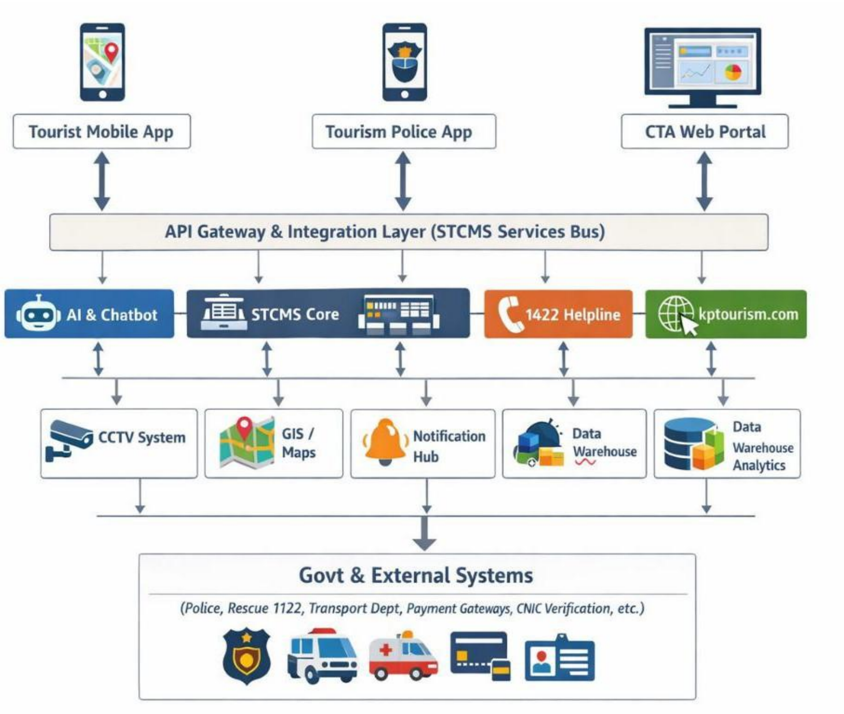
The mobile platform will serve as the public-facing digital interface of the STCMS, enabling tourists, vendors, guides, and operators to engage with CTA services, while providing provincial-level visibility for surveillance, safety, tourism flows, events, and operational feedback loops.

Integrated services across key departments (Tourism, Tourism Police, Local Police, Rescue 1122, Local Administration, Meteorology, and allied authorities) will enhance provincial tourism governance, improve coordination, strengthen visitor experience, and support evidence-based planning for future tourism investments and infrastructure development.

3. <u>Software Components / Scope of Work</u>

The solution shall include:

- Android Application
- iOS Application
- Web Portal
- Tourist Dashboard
- Travel Planner
- Booking Services
- Foreign Tourist E-Registration
- Smart Tracking
- Safety Alerts
- Emergency Assistance through 1422 / 911



4. DEVELOPMENT COMPONENTS

AI Multilingual Assistant

Supported Languages:

- English
- Urdu
- Pashto
- Chinese
- Japanese
- Korean
- Russian
- Thai etc.

AI Travel Guidance Engine

Features:

- Personalized Recommendations
- Route Optimization
- Weather Alerts
- Traffic Information
- Nearby Attractions
- Smart Itinerary Generation

Cultural Heritage Digital Platform

Features:

- Heritage Site Digital Integration
- Museum Information
- Cultural Events
- Festival Calendar
- Storytelling Content
- Digital Archives

Tourism Marketplace

Features:

- Hotel Listings
- Restaurant Listings
- Tour Operators
- Adventure Activities
- Handicraft Marketplace

Tourism Police Digital Platform (Mobile Application IOS & Android)

Features:

- Incident Reporting
- Case Tracking
- Compliance Monitoring
- Mobile Inspection
- Tourist Assistance

Foreign National Registration Enhancement

Features:

- E-Check-In

- Digital Registration
- Bar Code
- Security Integration

Hospitality Check-In System
Features:
- Hotel Registration
- Guest House Registration
- Cottage Registration
- Bar Code Number Verification of Foreign Tourist

Virtual Tourism Platform
Features:
- Virtual Tours
- Interactive Maps

KP Vista-Watch
Features:
- Tourist Analytics
- Crowd Monitoring
- Heat Maps
- Visitor Trends
- Revenue Analytics

Point of Interest Management
Features:
- Attractions Mapping
- POI Verification
- Digital Signage Translator

5 Technical Requirements

Mobile Apps
- Swift
- Kotlin

Web Portal Front End
- Nuxt.js (LTS)

Backend
- Node.js
- Nest.js

Database
- MySQL

Cloud Infrastructure
- KP Data Centre

6 Artificial Intelligence Requirements

AI Platform
Preferred Technologies:
- Optimized AI Tool

AI Services
- Chatbot
- Translation

- Recommendation Engine for Tour Planner

7 Cybersecurity Requirements

- MFA Authentication
- Data Encryption

8. Support & Maintenance after completion of project

Accordingly, support and maintenance services shall be required for a period of one and a half (1.5) years following successful deployment and commissioning of the project.

9. Major Recurring O&M Cost Components

The annual O&M cost includes the following heads:

a. **Digital Platform (AI Application) Support & Updates:**
Includes maintenance, security updates, AI model updates, bug fixes, feature enhancements, and backend server/cloud support for the KP Tourism web & mobile application.

10. Deliverables

- Software Requirement Specification
- Beta Version of Web portal.
- Beta Version of Mobile Application.
- Final version of web application, portal & Mobile Applications.
- Source code and documentation
- Training Materials, Training and deployment support
- Maintenance and updates
- User Manuals

11. Important Note

- This package strictly excludes procurement of hardware. The bidder is responsible only for software development/upgradation and integration with hardware systems.
- All source code, designs, APIs, documentation, and databases developed under this contract shall remain the property of KPCTA.
- The Consultant shall bear all costs associated with AI services and APIs during the entire development period of twelve (12) months.

Section IV: EVALUATION CRITERIA

The bids/proposals shall be evaluated in accordance with the criteria specified in the advertisement and the bid solicitation documents, using the point-based evaluation system given below.

A proposal shall be rejected during the technical evaluation if the bid does not fulfill the minimum specified requirements OR if it fails to achieve the minimum score as indicated in the below mentioned table.

TECHNICAL EVALUATION CRITERIA (Scored)

Evaluation Category	Maximum Marks
A. Specific Experience & Past Performance	**40**
B. Personnel Capabilities	**15**
C. Financial Soundness	**15**
D. Technical Solution Design & Methodology	**30**
TOTAL MARKS	**100**

Note: Bidders must score a minimum of 70 marks overall to be declared technically responsive. Only technically responsive bidders' financial bids will be opened.

CATEGORY A — SPECIFIC EXPERIENCE & PAST PERFORMANCE (Max: 40 Marks)			
Sr.	**Criterion / Sub-Criterion**	**Scoring Guidance**	**Max Marks**
A.1	Company Age & Domain Experience Years in software / IT industry (from date of incorporation / PSEB registration / FBR Registration)	5 years = 5 marks Above 5 to 8 years = 8 marks Above 08 years = 10 marks	**10**
A.2	Relevant Project Experience Work Orders/POs for web & mobile application development projects (last 5 years), public sector & private sector (ratio 70:30):	Less than 3 = 0 marks 3 to 5 = 5 marks 6 to 10 = 8 marks 11 to 15 = 10 marks 16 or above = 15 marks	**15**
A.3	Operational Offices in Pakistan Bidder must have operational, staffed office(s). (Proof: lease agreement) (Branches must also be reflected on NTN)	Peshawar only = 5 marks Peshawar + 1 additional city = 7 marks	**7**
A.4	Completed at least one project of a similar nature in the same industry with a foreign country / foreign client.	Copy of work order or completion certificate to be submitted (amount of the contract/work order be clearly mentioned)	**8**
		CATEGORY A TOTAL	**40**

CATEGORY B — PERSONNEL CAPABILITIES (Max: 15 Marks)			
Sr.	**Criterion / Sub-Criterion**	**Scoring Guidance**	**Max Marks**
B.1	Key Personnel Qualifications &	3 personnel with relevant Qualification = 3	**10**

	Certifications Must be degree holder(s) in Software Engineering / Computer Science related fields — on permanent payroll:	4 to 6 personnel with relevant Qualification = 5 7 to 10 personnel with relevant Qualification = 8 More than 10 personnel with relevant Qualification = 10	
B.3	PSEB Registration Tenure Continuous standing as a PSEB-registered firm:	Upto 2 years = 1 mark Above 2 to 5 years = 3 marks Above 5 years = 5 marks	**5**
		CATEGORY B TOTAL	**15**

CATEGORY C — FINANCIAL SOUNDNESS (Max: 15 Marks)			
Sr.	**Criterion / Sub-Criterion**	**Scoring Guidance**	**Max Marks**
C.1	Average Annual Turnover (last 3 years) From audited financial statements. Formula: Total revenue ÷ 3 years. Currency conversion at NBP rate on 30th June of applicable year-end.	PKR 10M to 16M = 5 marks Above 16M to 20M = 8 marks Above 20M = 10 marks	**10**
C.3	Single Largest work order Bidder must demonstrate financial capacity through software/IT-related work order(s) of value not less than PKR 10 million each, in the last 3 years. (Copy of work order(s) with value clearly stated)	2 WOs of PKR 10M or above = 2 marks 3 WOs of PKR 10M or above = 3 marks More than 3 WOs of PKR 10M or above = 5 marks	**5**
		CATEGORY C TOTAL	**15**

CATEGORY D — TECHNICAL SOLUTION DESIGN & METHODOLOGY (Max: 30 Marks)			
Sr.	**Criterion / Sub-Criterion**	**Scoring Guidance**	**Max Marks**
D.1	Technical Proposal Quality/ToR Compliance Completeness, accuracy, and professionalism of the technical proposal. Compliance with all functional and non-functional requirements. Minor deviations may be accepted.	Full compliance = 10 marks 1-2 minor deviations = 7 marks 3-4 minor deviations = 4 marks Major deviation = 0 marks	**10**
D.2	Technology Stack & System Architecture Appropriateness and modernity of proposed technology stack; scalability; cross-platform support (responsive web + native/hybrid mobile); API design; cloud-readiness (assessed against the submitted technical proposal)	Excellent / fully aligned = 10 marks Good / largely aligned = 7 marks Adequate / partially aligned = 4 marks Poor / unclear = 0 marks	**10**
D.3	Development Methodology & Quality Assurance Use of Agile/Scrum (or equivalent) practice, version control, CI/CD pipeline, testing strategy (unit/integration/UAT), and code review & documentation practices.	Comprehensive & well-defined = 5 marks Adequate = 3 marks Minimal / unclear = 0 marks	**5**
D.4	Data Security, Hosting & Handover Plan	Comprehensive & well-defined = 5 marks	**5**

	Security architecture, encryption approach, backup/disaster-recovery plan, and proposed source code/IP handover plan at project closure.	Adequate = 3 marks Minimal / unclear = 0 marks	
		CATEGORY D TOTAL	**30**

TECHNICAL EVALUATION SUMMARY

Technical Evaluation Summary	Maximum Marks	Marks Scored	Pass? (Y/N)
A. Specific Experience & Past Performance	40		
B. Personnel Capabilities	15		
C. Financial Soundness	15		
D. Technical Solution Design & Methodology	30		
GRAND TOTAL — TECHNICAL SCORE	**100**		
Minimum required: 70/100 overall	**70**		
Technically Responsive?	☐ YES ☐ NO		

Important Note:

- Minimum Qualifying Marks is 70. Financial bids will be opened only for those firms that secure 70 marks out of 100.
- The relevant documents must be attached for the above evaluation criteria. No documents/certificates affecting the marks shall be entertained once technical bids are opened.
- Contract will be awarded to the firm with the bid lowest in terms of price, among technically responsive bidders.
- The Consultant shall bear all costs associated with AI services and APIs during the entire development period of fifteen (15) months.

Financial Evaluation:

- If the financial bids of two or more bidders are tied, the successful bidder shall be determined through a transparent draw/toss in the presence of the concerned bidders.

Section V. Technical Specifications

Technical Specifications are already mentioned in the Schedule of Requirement.

Section VI. Sample Forms

Sample Forms

1. **Bid Form and Price Schedules**

Date:________________
IFB No:_______________

To: *[name and address of Procuring Agency]*

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of [number] days from the date fixed for Bid opening under Clause 25 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity

(if none, state "none")

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

Dated this ________________day of ________________20______.

_____________________________   __________________________________

signature]   [in the capacity of]

Price Schedule in Pak. Rupees

Name of Bidder________________IFB Number__________________Page of__________

1	2	4	5	6	7
Item	Description	Quantity	Unit price named place	Total per item	Unit price of Delivered to final destination plus price of other incidental services if required3

Signature of Bidder ____

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

2. Bid Security Form

Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called "the Bank"), are bound unto [name of Procuring agency] (hereinafter called "the Procuring agency") in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____day of ______________ 20___.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:

    a. fails or refuses to execute the Contract Form, if required; or
    b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring agency up to the above amount upon receipt of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand the Procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

____

[signature of the bank]

3. Contract Form

<u>DRAFT CONTRACT AGREEMENT</u>

(If required otherwise work order will be issued)

"This document is a draft/specimen agreement. Its clauses may be amended or modified by mutual agreement of the parties to reflect the final requirements, scope of supplies, and any other applicable terms and conditions."

THIS AGREEMENT is made and agreed today on ______________, *2025 (Day)* between **KHYBER PAKHTUNKHWA CULTURE AND TOURISM AUTHORITY** (*hereinafter referred to as the Procuring Entity or the first party* and **FIRM NAME**, Located (*Address*). *(Hereinafter referred to as the Event Management or the second party)* that:

WHEREAS the Procuring Entity has made an open competitive bidding for services of **"INNOVATIVE INTERVENTION IN TOURISM SECTOR" ADP Code: 1858 / 251487 (2025-26)**

Both the parties agreed that:-

Scope of Services:

The FIRM NAME shall perform the Services during the period commencing from date of signing of this contract and will complete each task as mentioned below:

Payment:

For Services rendered the KPCTA shall pay to the FIRM NAME a total amount of <u>Rs. Figure/- (In words)</u>.

Administration:

This authority designates Mr. _____________, Designation as coordinator; the coordinator will be responsible for the coordination of Services/activities under this contract, for acceptance and approval of the reports and of other deliverables submitted by the FIRM NAME.

Performance Standards:

The FIRM NAME undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

Confidentiality:

The FIRM NAMEs shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

Ownership of Material:

Any studies report or other material, graphic or otherwise, prepared by the FIRM NAME for the KPCTA under the Contract shall belong to and remain the property of the KPCTA, which the FIRM NAME shall not share with any other person as laid in confidentiality clause.

FIRM NAME not to be engaged in certain Activities:

The FIRM NAME agrees that, during the term of this Contract and after its termination, the FIRM NAME and any entity affiliated with the FIRM NAME, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

Assignment:

The FIRM NAME shall not assign this Contract or sub-contract any portion of it without the prior written consent from the competent authority.

Law Governing Contract and Language:

The Contract shall be governed by the laws of Pakistan in general and Khyber Pakhtunkhwa in particular and the language of the Contract shall be English.

Dispute Resolution:

The parties to this agreement shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract. However, despite such negotiation if the Khyber Pakhtunhkwa, Culture and Tourism Authority and M/s FIRM NAME have been unable to resolve amicably a contract dispute, either party may refer the case to Secretary to, Department of Tourism, Sports, Culture, Youth Affairs, Museums & Archaeology, Government of Khyber Pakhtunkhwa for decision and shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).

Termination of Contract:

By KPCTA:

The KPCTA may terminate this Contract by not less than fifteen (15) days written notice to the FIRM NAME to be given after the occurrence of any of the events specified below:

a) if the FIRM NAME does not remedy a failure in the performance of his/her obligations under the Contract, within fifteen (15) days after being notified or within any further period as the KPCTA may have subsequently approved in writing;
b) if, as the result of Force Majeure, the FIRM NAME is unable to perform a material portion of the Services for a period of not less than fifteen (15) days;
c) if the FIRM NAMEs, in the judgment of the KPCTA, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract; or
d) if the KPCTA, in its sole discretion, decides to terminate this Contract.

Modification or Variation:

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

(b) In cases of substantial modifications or variations, the prior written consent of the competent authority is required.

Cancelation:

In the cancellation of the contract after its award, this Authority shall only be liable to compensate [FIRM NAME] for the work completed up to the point of cancellation. Such compensation shall be subject to verification and approval by the inspection committee based on their official report.

PARTY ONE

NAME
DESIGNATION
Khyber Pakhtunkhwa, Culture & Tourism Authority
CNIC: 00000-000000-0
Address: Olympic Plaza, Peshawar Sports Complex, Stadium Road, Peshawar Cantt.
Contact: +92-000-000000

PARTY TWO

NAME
DESIGNATION
FIRM NAME
Address:
CNIC: 00000-000000-0
Contact: +92-000-000000

WITNESS 1

Name:____________________

CNIC: _____________________

WITNESS 2

Name:____________________

CNIC: _____________________

4. Performance Security Form

To: *[name of Procuring agency]*

WHEREAS [name of Service Provider] (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____________20___to supply *[description of services]* (hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Service Provider a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Service Provider 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 __________20_____.

Signature and seal of the Guarantors

____

[name of bank or financial institution]

____

[Address]

____

[date]

5. Bank Guarantee for Advance Payment

To: *[name of Procuring agency]*

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Service Provider]* (hereinafter called "the Service Provider") shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Service Provider, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Service Provider, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Service Provider under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

6. INTEGRITY PACT

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

Contract No.______________Dated _____________Contract Value: *[To be filled in at the time of signing of Contract]* Contract Title: _________________

[name of Service Provider] 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 Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Service Provider] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto.

[name of Service Provider] 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 GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Service Provider] 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 GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

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

Name of Buyer: ……………… Name of Seller/Service Provider: …………

Signature: ……………………[Seal] Signature: ....{Seal]

7. AFFIDAVIT

I/We, the undersigned solemnly state that:

1) We have read the contents of the Bidding Document and have fully understood it.
2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
3) The undersigned are also eligible Bidders within the meaning of Clause 2 “ELIGIBLE BIDDERS” of the Bid Solicitation Documents.
4) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
5) We undertaking in their technical bids that the requisite bid security is included in their Financial Bid.
6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project, all the information provided is valid and updated.
8) The undersigned has no dispute anywhere in the province regarding Services.
9) We affirm that the documents provided in technical bid and contents of this affidavit are correct and up to date to the best of our knowledge and belief.

Signed

Note: **The affidavit must be on judicial stamp paper by the Executive of the Firm & attested by Oath Commissioner.**