TRANSPORT & MASSTRANSIT DEPARTMENT

BIDDING DOCUMENTS

HIRING OF TESTING AGENCY FOR RECRUITMENT IN PUNJAB PROVINCIAL TRANSPORT AUTHORITY

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Preface

This Bidding Documents has been formulated in accordance with Punjab Procurement Regulatory Authority Act, 2009 (PPRA Act-09), Punjab Procurement Rules 2014 (PPR-14) and the Punjab Procurement Regulations 2024. It has been seriously taken care of that all the basic guidelines/principles/requirements for the preparation of BDs are included in this document. The principle of “Value for money” remained the guiding spirit and ultimate object of our endeavor. In case of any conflict between provision of this document and PPR-14, the later shall prevail.

E-TENDER NOTICE
FOR HIRING OF TESTING AGENCY FOR RECRUITMENT IN PUNJAB PROVINCIAL TRANSPORT AUTHORITY

No._____

The Transport & Masstransit Department intends to procure the services of eligible reputed Firms / Testing Agencies, registered on PUNJAB E-PROCUREMENT SYSTEM (EP) and PPRA website, to engage the best Human Resource for the Punjab Provincial Transport Authority, Lahore in an efficient, transparent, merit based, fair and reliable manner. The applicant Firm must have valid registration with Sales Tax and Income Tax departments with sufficient managerial, technical and financial capabilities. The firm must be on active taxpayer list of FBR and registered with Punjab Revenue Authority being an active taxpayer. The applicant Firm / Testing Agency must not be blacklisted by the Authority nor be debarred or in any litigation with any Public or Private institution. The interested Firms must comply with Evaluation Criteria provided in the Bidding Documents.

Description	Expected Collection of Registration Fees (Rs.)	2% Bid Security (Rs.)
Hiring of Testing Agency for Recruitment of Staff.	110,920,000	2,218,400

1) The Tender Notice and Bidding Documents are available on PUNJAB E-PROCUREMENT SYSTEM (EP), PPRA website and Transport & Masstransit Department website, www.ppra.punjab.gov.pk and https://transport.punjab.gov.pk/ .
2) Bidding documents shall be submitted through e-PADS **by 25th November, 2026 at 11:00 am** which shall be opened on the same date at 11:30 am through e-PADS in the presence of applicant firms or their authorized representatives, who choose to be present, in the Committee Room of the Transport & Masstransit Department, Lahore.
3) Bidders shall submit Digital Bid Security equal to 2% of the "Expected Collection" only through a Digital Bank Guarantee (e-Bank Guarantee) via the Punjab e-Procurement System in the manner prescribed by the system. The bidder shall generate the PSID from the e-Procurement Portal and arrange for its scheduled bank to issue and transmit the Digital Bank Guarantee in favour of the Deputy Secretary (Admn.), Transport & Masstransit Department. Physical Bid Securities (CDR, Pay Order, Demand Draft, etc.) shall not be accepted. Bids without a Valid Digital Bank Guarantee shall be rejected.
4) Ensure that the issuing bank transmits the Bank Guarantee to the designated advising bank with the correct Tender Reference Number and PSID.
5) No application shall be accepted manually. In case of holiday, the bidding procedure shall be done on next working day at same place and time.
6) Single stage two envelope method shall be adopted for evaluation of the bid.
7) Financial Bid of prospective bidders shall be evaluated on least cost basis.
8) Applicant who does not fulfill the minimum requirements as stipulated in the Bidding Documents shall not be considered.
9) List of posts to be advertised is at Annex-A with amount of registration fee for said vacancies.
10) The URL of the website of the PPRA is https://ep.punjab.gov.pk/ViewTender.aspx and response time shall be calculated exclusively from the date of publication of the advertisement on the website of the PPRA.

Deputy Secretary (Admn.), Transport & Masstransit Department
11-A, Edgerton Road, Lahore.
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TENDER NOTICE
FOR HIRING OF TESTING AGENCY FOR RECRUITMENT IN PUNJAB PROVINCIAL TRANSPORT AUTHORITY

INSTRUCTIONS TO BIDDERS

1. **Eligible Bidders:** The invitation for bids is open for all recruitment firms/agencies, registered on PUNJAB E-PROCUREMENT SYSTEM (EP) and PPRA website, having experience of providing services for hiring of human resource for any public or private institution in Pakistan. The applicant Firm/Agency must have valid registration with Sales Tax and Income Tax departments under the law of Pakistan, must be on active taxpayer list of FBR for income tax and sales tax (ATL), also Reregistered with Punjab Revenue Authority (PRA) for provincial sales tax and sufficient managerial, technical and financial capabilities for Recruitment of Human Resource.

2. Content of Bidding Documents:

i. The Services required, bidding procedures, and contract terms are prescribed in the Bidding Documents. In addition to the invitation for bids, the Bidding Documents include:

- i Instructions to Bidders
- ii Evaluation Criteria
- iii Scope of the work
- iv Terms & Conditions
- v Form of Contract
- vi Form of Bid
- vii Price Schedule
- viii Period of Contract
- ix Incorporation Certificate
- x Price Reasonability Certificate
- xi Integrity Pact on stamp paper of worth Rs.100/-

ii. General and Special conditions regarding procurement of services as given in standard bidding document under the Punjab Procurement Rules, 2014.

iii. The bidder must examine all instructions, forms, terms & conditions and schedule of requirements in the Bidding Document.

iv. Failure to furnish all information required in Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the bidder's risk, resulting in the rejection of its bid.

THE BIDDING PROCEDURE

3. Single Stage-Two Envelopes Bidding Procedure shall be adopted:

i. The bid shall comprise a single package containing two separate envelopes, in the shape of PDF files, which shall contain "financial' and 'technical 'proposals and shall be uploaded on e-PAD separately.

ii. The inner envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.

iii. Initially, the envelope marked "TECHNICAL PROPOSAL" shall only be opened before the representatives of the participated firms.
iv. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened.
v. The procuring agency shall evaluate the 'technical proposal', without reference to the price and reject the proposals which will not conform to the specified requirements and shall be considered non-responsive.
vi. During the "technical evaluation", no amendments in the technical proposal shall be permitted.
vii. After the announcement and uploading of 'technical evaluation results on PUNJAB E-PROCUREMENT SYSTEM (EP) and PPRA website', the procuring agency shall publicly open the 'financial proposals' of the responsive bidders at a time and date within the bid validity period.
viii. The 'financial proposal' of non-responsive bidders shall not be opened and be allowed to delete the same from PUNJAB E-PROCUREMENT SYSTEM (EP) after award of non-consultancy services to the lowest bidder.
ix. The bid found to be the lowest evaluated bid shall be accepted, provided consistent with PPRA Rules, 2014 or any other law of Pakistan for the time being enforce.

4. Content of Bidding Documents: The bid shall comprise the following components:

i. Bid form and price schedule completed in accordance with instruction to bidders (to be submitted along with financial proposal).
ii. Documentary evidence (signed & stamped) establishing the qualification of bidder to perform the contract if the bid is accepted.
iii. Bid security is to be furnished in accordance with instruction to bidders.

5. Bid Form & Price Schedule:

i. The bidder shall complete the bid form and an appropriate price schedule furnished in the Bidding Documents indicating the Services to be supplied.

ii. The participating firms must submit their "technical proposal", through PUNJAB E-PROCUREMENT SYSTEM (EP) and PPRA website, in the following manner:

Offered Services (Stage Wise)	Total Number of Sites / Locations to Conduct the Tests in Punjab	Total Number of Staff on Site / Locations	Any Additional Information

iii. The participating firms must submit their "financial proposal" through PUNJAB E-PROCUREMENT SYSTEM (EP) and PPRA website, in the following manner.

Offered Services (Stage Wise)	Stage Wise Breakdown of Fee charged to a Candidate (with Taxes)	Required Mode of Payment	Any additional Information
		Digital Bank Guarantee (e-Bank Guarantee) via the Punjab e-Procurement System	

iv. Form of Price Schedule is to be filled very carefully, preferably in typed manner. Any alteration / correction must be initialed. Every page is to be signed and stamped at the bottom. Total number of the pages of bid must be mentioned.

v. The bidder should quote the prices of Services according to the strength/technical requirements as provided in the form of Price Schedule and Technical Requirements. The offered services not conforming with Evaluation Criteria shall straightway be rejected.

vi. The bidder is required to offer competitive price. The offered price must include all prevailing taxes. In case the taxes are not mentioned in the bid, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.

vii. Price offered by the bidder should be valid during the contract/period of MOU. Conditional offer shall be resultant for bidder as non-responsive.

viii. While tendering the quotation, the present trend / inflation in the rates in the market must be kept in mind. No request for increase in price due to market fluctuation shall be entertained subsequently once the bid submission time has expired.

6. Documents Establishing the Bidder's Eligibility and Qualification:

i. As a part of technical bid, the bidder shall furnish the documents establishing the bidder's eligibility and its qualifications to perform the contract; if the bid is accepted after due process.
ii. The applicant Firm must provide the ISO certification, registration with accredited body or other appropriate document (if any).
iii. The National Tax Number (NTN), General Sales Tax Number (GSTN) and Provincial Sales Tax on Services (PST) (where necessary) are required to be provided by the bidder.
iv. The bidder shall submit an affidavit on legal stamp paper of Rs.300/- certifying that the firm is not blacklisted on any ground by the Authority, Federal, any Provincial or Local Government or by a local body or a public sector organization nor involved in any litigation against any contract under any public or private procurement. If the firm is involved in any litigation subject to procurement (with any public or private institution); the same shall be intimated to the procuring agency. False statement of the bidder shall be treated as" Corrupt Practice" which may result in blacklisting the firm under Rule 21 of PPR 2014.

7. Document Establishing 'Eligibility And Conformity' To Bidding Documents. The bidder shall furnish document establishing the eligibility and conformity to all requirements of the offered service along with 'technical proposal', as part of its bid.

8. Arrangement of the Visit of Facility: The bidders must arrange the visit of the Facility in Lahore or nearby cities for the Technical Committee in addition to the relevant personnel of the Procuring Agency during the Technical Evaluation for which the cost shall be borne by the bidder. In case the bidder fails to arrange such visit before the announcement of Technical Results, the procuring agency may reject the offer.

9. Bid Security: Bidders shall submit Digital Bid Security equal to 2% of the "Expected Collection" only through a Digital Bank Guarantee (e-Bank Guarantee) via the Punjab e-Procurement System in the manner prescribed by the system. The bidder shall generate the PSID from the e-Procurement Portal and arrange for its scheduled bank to issue and

transmit the Digital Bank Guarantee in favour of the Deputy Secretary (Admn.), Transport & Masstransit Department. Physical Bid Securities (CDR, Pay Order, Demand Draft, etc.) shall not be accepted. Bids without a Valid Digital Bank Guarantee shall be rejected. The Bid Security shall be returned to unsuccessful firms subject to approval of the authority after completion of bidding process. 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 instruction to bidders. The bid security may be forfeited:

i. If a bidder withdraws its bid during the period of bid validity; or
ii. In the case of a successful bidder, if the bidder fails to sign the contract in accordance with instruction to bidders.

10. Performance Guarantee:

i. The successful bidder shall furnish 05% Performance Guarantee of contractual amount in shape of Digital Bank Guarantee (e-Bank Guarantee) via the Punjab e-Procurement System in favor of the Deputy Secretary (Admn.), Transport & Masstransit Department, Lahore.
ii. The Performance Guarantee shall be released after the clearance certification of satisfactory performance after each recruitment process on the recommendations of Deputy Secretary (Admn.), of the department and after approved by Additional Secretary (Admn.), of the department.

11. Bid Validity:

i. Bids shall remain valid for the period of 120 days after the date of opening of technical bid. A bid valid for a shorter period shall be rejected as non-responsive.
ii. The Service shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity or 180 days whichever is later.
iii. Bidders who
    a. agree to the procuring agency request for extension of bid validity period shall not be permitted to change the substance of their bids; and
    b. do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid security.

12. Format and Signing of Bid:

i. The bidder shall prepare and submit its bid in typed format and signed by the bidder himself or a person duly authorized to bind the bidder to the contract. The person or persons signing the bid shall give initial in all pages of the bid, except for un-amended printed literature.

ii. Any interlineations, erasures, or overwriting, shall stand valid after the initial/signature by the person or persons signing the bid.

13. Sealing and Marking of Bids:

i. The envelopes containing PDF files of **"TECHNICAL PROPOSAL"** and **"FINANCIAL PROPOSAL"** shall be marked in bold and legible letters to avoid confusion and shall:
    a. be addressed to the Deputy Secretary (Admn.), Transport & Masstransit Department, Lahore and;

b. bear the name and number indicated in the invitation for Bids.

ii. The envelopes shall also indicate the name and address of the bidder.

14. **Deadline for Submission of Bids:** Bids must be submitted by the bidder, through PUNJAB E-PROCUREMENT SYSTEM (EP) and PPRA website not later than the time and date specified in the invitation for bids. The Procuring Agency may, at its discretion, extend deadline for the submission of bids by amending the Bidding Documents in accordance with instruction to bidders, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

15. **Withdrawal of Bids:** The bidder may withdraw its bid after submission and prior to the prescribed deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval may result to forfeiture of Bid Security.

16. **Opening of Bids:**

i. The PDF file marked as **"TECHINICAL PROPOSAL"** shall be opened, through PUNJAB E-PROCUREMENT SYSTEM (EP), initially in the presence of bidder's representatives who choose to attend **at prescribed date and time** in the Committee Room of the Transport & Masstransit Department, Lahore. The bidder's representatives who are present shall sign the attendance sheet evidencing their attendance. However, the PDF file marked as **"FINANCIAL PROPOSAL"** shall be retained in the custody of procuring agency without being opened and till completion of the evaluation process.

ii. The Bidder Name, offered recruitment services for which they quoted their rate and such other details if considered appropriate, shall be announced at the opening of Technical Proposal. No bid shall be rejected at the time of opening of Technical Proposal.

iii. The minutes of the bids opening (technical and financial) shall be recorded.

iv. In case the tender proceedings are not done on the scheduled date, the same shall be done on the next working day at the same place and time.

17. **Clarification of Bids:** During evaluation of the bids, the procuring agency may, at its discretion, ask the bidder for a clarification of its bid. The request of clarification and the response shall be in writing, and no change in the price substance of the bid shall be sought, offered or permitted.

18. **Preliminary Examination:** All the bids shall be examined to determine the completeness, computational errors, required sureties, signatures, and whether the bids are generally in order.

i. In the financial bids, the arithmetical errors shall be rectified on the following basis. **If there is a discrepancy between words and figures, the amount in words shall prevail. The way of correction will be solely on the part of the procuring agency.**

ii. Any minor informality, non-conformity, or irregularity in bid which does not constitute a material deviation, may be waived provided such waiver does not prejudice or affect the relative ranking of any bidder.

iii. If a bid is not substantially responsive, it shall be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity.

19. **Evaluation & Comparison of Bids:**

i. Substantially responsive bids shall be evaluated and compared.

ii. The evaluation of technical proposal/bid shall be on the basis of previous performances, previous experience, financial soundness, capabilities and such other details as the procuring agency, at its discretion, may consider appropriate, shall be considered.

However, the evaluation of Financial Proposal shall be on the basis of price inclusive of prevailing taxes and duties.

iii. All bids shall be evaluated in accordance with the Evaluation Criteria and other terms & conditions set forth in these Bidding Documents.

iv. 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.

20. Evaluation Criteria:

i. For the purpose of determining the lowest evaluated bid, factors other than price such as previous performances, past experience, financial soundness, market standing and such other details as the procuring agency at its discretion may consider appropriate, shall be taken into consideration.

ii. The following knockout system for evaluation factors/criteria shall be applied for the Technical Proposals. The applicant Firms are required to comply with all the requirements of Evaluation Criteria.

EVALUATION CRITERIA

The Testing Agency/ Firm/ Service must meet the following Criteria in order to ensure timely processing of applications including scrutiny of documents, shortlisting, intimation to applicants, conduct of tests (written, psychological, physical & skill tests) and timely provision of merit sheet for final interview along with all relevant services in the most transparent manner according to the Recruitment Policy, 2022 of Government of the Punjab. The Firms/ Agencies/ Services meeting all the below-mentioned requirements shall only be considered for further procurement process.

S/N	DESCRIPTION/ REQUIREMENTS	STATUS	
1.	**QUALIFICATIONS**		
a)	Valid Registration with Securities & Exchange Commission of Pakistan (SECP)/ Registrar of Firms	YES	NO
b)	Valid Income Tax Registration	YES	NO
c)	Valid Sales Tax Registration (Status Active with FBR/ PRA)	YES	NO
d)	Not Blacklisted by Authority or any Government Organization in Pakistan	YES	NO
e)	Not having litigation history with Government Organizations	YES	NO
f)	ISO Certification	YES	NO
2.	**RELEVANT EXPERIENCE AND PAST PERFORMANCE**		
a)	Minimum 05 Years of Relevant Experience as Testing Service for Recruitment of staff for public sector institutions	YES	NO
b)	Minimum 05 Relevant Projects of Federal/ Provincial/ Local Government/ Autonomous Bodies completed (Completion Certificate/ Advertisement Notices with IPL number along with Undertaking & relevant record to be provided)	YES	NO

3.	CAPABILITY (PERSONNEL / EQUIPMENT)	
a) Minimum 400 Employees/ Personnel on board	YES	NO
b) Minimum 20-member team of Evaluators headed by Convener having 16 years of education.	YES	NO
c) Content Department (Paper Setter) headed by Convener having PhD. Degree	YES	NO
d) Minimum 20-member scrutiny team headed by Convener having Master's degree	YES	NO
e) Minimum 500 members on board as invigilators, Supervisors	YES	NO
f) Capability of the firm to process written examination based on Optical Mark Recognition (OMR) system.	YES	NO
g) Sufficient Equipment to manage minimum 50,000 applications like Computers, Result Scanners, Copiers etc.	YES	NO
4.	**APPROPRIATE MANAGERIAL CAPABILITIES**	
a) At least one representative at selected district of Punjab to manage & coordinate the recruitment. process.	YES	NO
b) Provision of Services at selected district level in terms of venues for written, psychological, physical and skill tests, human resource and equipment	YES	NO
c) Mechanism to ensure timely, confidential & systematic transportation/ delivery of question papers & answer sheets	YES	NO
d) Should be able to complete the entire recruitment process having 50,000 or more applications within 3 months (Certificate to be provided)	YES	NO
5.	**FINANCIAL POSITION**	
a) Minimum Rs. 10 million yearly average Bank Soundness Certificate of last 05 years/ Audited statement	YES	NO
b) Minimum Total Assets Firm/ Agency worth 15 million as per Audit report or FBR statements	YES	NO

i. After technical evaluation, the bidders shall be informed about the results for their Technical Proposal through PUNJAB E-PROCUREMENT SYSTEM (EP), PPRA website and Transport & Masstransit Department Website. The bidders not qualifying the above-mentioned Evaluation Criteria shall be notified as non-responsive and they will be allowed to delete their unopened financial proposals from PUNJAB E-PROCUREMENT SYSTEM (EP) after completion of selection process. It shall be simultaneously notified in writing to the bidders. The date, time and location for opening the financial proposals shall also be communicated in writing to the qualified bidders.

ii. Financial proposals of only technically qualified firms shall be opened publicly in the presence of the representatives of the applicant firms. The quoted price shall be read loudly and recorded in appropriate manner.

21. Qualification and Disqualification: If the provided information is found incomplete/materially inaccurate/fake/false/bogus at any stage, the bidder shall be disqualified immediately.

22. **Rejection of Bids:** The procuring agency shall communicate the grounds for rejection of the bid upon a specific request by the bidder but is not bound to justify the grounds of rejection as the procuring agency incurs no liability, solely towards any bidder. Notice of the rejection of any bid shall be given promptly to the concerned bidders.

23. **Announcement of Evaluation Report**: The results of final bid evaluation shall be declared and upload on PUNJAB E-PROCUREMENT SYSTEM (EP), PPRA website and Transport & Masstransit Department Website prior to the award of contract in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement contract.

24. **One Person One Bid:** One person can submit only one bid and if any applicant submits more than one bid, the Service shall reject all bids of such applicant.

25. **Acceptance of Bid and Award Criteria:** The contract within the original or extended period of bid validity shall be awarded to the lowest evaluated bidder, if it is not conflicted with any other law/rules/regulations/policy of any Provincial or Federal Government.

26. **Inspections:**

i. The inspection committee, in addition to any personnel of the Procuring Agency or admin Wing, may make surprise visits at the test centers/venues to inspect the quality, fairness, discipline and to ensure the transparency during any test. The firm shall be responsible for any deceitful or fraudulent practice committed at the test center/venue.
ii. In case the inspection committee declares the services provided by the firm as against the required standards, the services of the firm may be suspended and the securities would be forfeited. Moreover, the procuring agency reserves the right to blacklist the firm minimum for one year. However, if the services provided by the firm are continuously declared as against the required standards, the securities shall be forfeited and the firm may be blacklisted minimum for two years.
iii. The Inspection Committee of the Procuring Agency shall issue an Inspection Certificate after each recruitment process during the period of Contract.
iv. Based on the report / certificate of Inspection Committee, the Firm / Agency shall further be allowed to recruit the staff for Punjab Provincial Transport Authority, T&MD during the period of the Contract.

27. **Payment:**

a. The recruitment agency / firm shall be allowed to charge the fee to the candidate at the time of submission of the online application as approved by the procuring agency after open competition, which shall directly be deposited in BOP by the candidates. The approved fee shall be valid for the period of Contract/MOU. However, Transport & Masstransit Department shall make no payment to the firm. The decision of the procuring agency for payments shall be final.

Sub-Contract: The Firm shall not be allowed to sub-let the job and award the sub subcontracts under this contract.

28. **Delays in the Firm Performance:** Delivery of the recruitment services shall be made by the firm in accordance with the prescribed time schedule provided by the procuring agency. If at any time during performance of the contract, the Firm should encounter conditions impeding timely delivery of the services, the Firm shall Promptly notify the procuring agency in writing on the fact of the delay, it's likely duration and its cause(s) the procuring agency may at its discretion extend or modify the Firm's time for execution of the job, with or without liquidated damages, in which case the extension shall be granted by the procuring agency. A delay by the Firm in the performance of its delivery obligations shall render the Firm liable to the imposition of liquidated damages unless an extension of time is agreed upon without the application of liquidated damages.

29. **Penalties /Liquidated Damages;** -

In case of late delivery of services beyond the prescribed period, penalty as specified in special conditions of contract shall be imposed upon the Firm. The liquidated damages (LD) are subject to general conditions of contract including late delivery of Services for reasons beyond control. Once the maximum is reached the authority may consider termination of the contract. In case of late delivery of Services beyond the period specified, penalty @ 2% per month, 0.067% per day of the cost of late delivered Services shall be imposed upon the Firm (maximum to 5 months).

30. TERMINATION FOR DEFAULT: The procuring agency, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the firm, may terminate the contract in whole or in part, if the firm fails to deliver the services within the period(s) specified in the contract, or within any extension thereof granted or if the firm fails to perform any other obligation(s) under the contract and if the firm, in the judgment of the Service has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

a. In case the firm fails to execute the contract satisfactorily, the procuring agency reserves the right to procure the recruitment services from second lowest bidder/firm at the risk and cost of the defaulting firm. The procuring agency also reserves the rights for the suspension/cancellation of contract/blacklisting of the defaulting firm.
b. If the firm fails to execute the contract satisfactorily, then the procuring agency reserves the right to forfeit the security of the contractor and may award the contract to the second lowest.
c. The bid found deficient of the bid security shall not be considered and the offer will be rejected. No personal cheque shall be acceptable. The previous bid Security (if any) if available, shall not be considered or carried forward.

31. Delivery and Documents:

The firm shall provide the following documents at the time of contract to the procuring agency for verification and onward submission to quarter concerned.

i. Sales Tax Registration Certificate (GST and PST)
ii. Income Tax Registration Certificate
iii. Incorporation Certificate
iv. ISO Certification

32. Arbitration and Resolution of disputes: In case of any dispute, the decision of the Arbitrator would be final.

Note:

All assessments and procuring procedures i.e. receiving, opening, awarding the contract and all terms & conditions of the contract etc. shall be governed by the Contract Act 1872, the Punjab Procurement Regulatory Authority Act 2009, Punjab Procurement Rules 2014 (amended up to date), the Punjab Procurement Regulations, 2024, and any other law for the time being enforce.

33. Scope of the Work: The Transport & Masstransit Department has defined the "scope of work" for the Recruitment Firm / Agency (hereinafter called as "Agency") for hiring of capable human resource for the procuring agency under rules, regulations and policy of the Government. The Agency in collaboration with the department shall prepare an efficient testing material for selection of capable candidates to be inducted in the department. The selected testing agency shall be responsible for following activities as a scope of work (but not limited to it) as per guidelines of Transport & Masstransit Department:

33.1. The Firm / Agency shall prepare the question paper for initial screening / written test and Psychological qualitative test for each post as per Punjab Government Recruitment Policy 2022 and contract with the procuring agency for recruitment of dedicated, motivated, emotionally stable, courageous and honest workforce. The

written test, if applicable shall be in Urdu language or in English language as per requirement of the department. The Firm / Agency must have subject specialists/experts to prepare valid and reliable content of the written / Psychological aptitude test.

33.2. The Firm / Agency must be capable of printing sufficient quantity of written tests including question papers and answer sheets/books.

33.3. The Firm / Agency shall conduct the tests in all/ selected districts of Punjab for which it must have contract with Government / Private Schools or Colleges or it may have its own venues or testing facilities in all major cities of Punjab having proper seating plan in controlled and safe environment with appropriate lighting and backup energy system. The major cities shall include Lahore, Multan, Rawalpindi, Faisalabad, Bahawalpur, Gujranwala, Sargodha, Sahiwal, Dera Ghazi Khan and any other district for the time being registered in accordance with applications received from any particular district.

33.4. The Firm / Agency shall arrange the administrative staff to conduct each test during whole recruitment process.

33.5. The Firm / Agency shall develop the job application form with collaboration of the procuring agency, upload it on the website of the Agency and receive the applications along with documents as per criteria of post mentioned in policy / advertisement.

33.6. The Firm / Agency shall upload the roll number slip of each candidate reflecting name, father / husband name, CNIC number, Post applied for, test center and date & time for each test i.e. written & psychological test, physical test, skill test and interview, based on their admissibility as per criteria or result of each test.

33.7. The Firm / Agency shall develop attendance sheets, results sheets and interview sheets with Name, Father / Husband name, Roll No., CNIC No. and Picture of the candidate.

33.8. The recruitment process of a candidate shall mainly consist of 04 stages in accordance with the Punjab Government Recruitment Policy, 2022 and contract with procuring agency as follows;

a. **Initial Screening / Written Test along with Psychological/aptitude Test:** The Firm / Agency shall initially scrutinize all the applications and credentials along with documentary proof to identify the admissibility of a candidate against the certain criteria and conduct the written / psychological test accordingly. The Agency must be capable of preparing the Psychological Assessment tests for each post having pool of questions / tests / batteries of Psychological Assessment as per requirement /criteria of the post. The agency shall promptly inform the results of written and psychological test to the candidates further notifying the date, time and venue for Physical Test via Call I SMS I Postal Service. The complete record of all candidates shall also be furnished to the procuring agency.

b. **Physical Test:** The Testing Agency shall conduct the Physical Test of successful candidates after the initial screening / written test at the designated place / venue duly notified by the Testing Agency in all major cities of Punjab. The Testing Agency shall promptly inform the successful candidates via Call / SMS/ Postal Service further notifying about skill test or interview. The complete record of all candidates shall also be furnished to the Procuring Agency.

   After Physical Test, the Firm / Agency shall also collect / receive Medical Report issued by the Government Teaching Hospital or District Headquarters Hospital regarding the medical fitness including height, weight, deformities, chest size and eyesight and other physical measurements as per Government policy from candidates to be appearing for skill test or interview.

c. **Skill Test (where required):** The Firm / Agency shall conduct the skill test for certain posts duly notified by the procuring agency and the result shall be displayed on the website of the Firm/ Agency. The Agency shall promptly inform the successful candidates via call / SMS / postal Service and shall provide the complete record of all candidates to the Procuring Agency.

d. **Interview:** The Firm / Agency shall provide the complete record of the successful candidates duly attested by the Firm / Agency along with interview sheet in PDF as per prescribed format in accordance with the Punjab Government Recruitment Policy, 2022. Accordingly, the Procuring Agency shall conduct the interviews of successful candidates at designated venue under the intimation of Procuring Agency. The Recruitment Committee shall interview the candidates and the results shall be displayed on websites of the Testing Agency and the Procuring Agency. The Testing Agency shall promptly inform to the selected candidates via call / SMS / postal Service notifying the training schedule.

33.9. The Procuring Agency reserves the right to display the results of each test on the website of the Procuring Agency for which no intimation or permission of the Agency is required.

33.10. The Testing Agency shall be responsible for responding to all legal affairs regarding aforementioned screening phases in Court of Law / any other relevant forum.

33.11. The Firm / Agency must have an effective and efficient Complains Redressal Cell at Regional level for addressing any complaint at any stage of the recruitment process. In this regard, Firm / Agency shall accept complaints via email or UAN number given in the advertisement and shall depute a responsible officer of Testing Agency to address, resolve and intimate the complaint redressal to the complainant in time positively manner and under intimation to the Procuring Agency also.

33.12. The Firm / Agency shall maintain the information of all candidates in a database according to the application form filled in by the candidates. The data shall be made available free of cost to the Procuring Agency as per its requirement.

33.13. The Firm / Agency shall be allowed to charge the fee from the candidate as approved by the Procuring Agency, which shall be directly deposited in BOP.

33.14. In case where the Firm / Agency requires to use the postal service; the Agency shall be bound to use the Registered Mail Service of Pakistan Post only.

33.15. Timelines for recruitment activities shall be in accordance with the Advertisement / *Recruitment* / contract.

33.16. The Procuring Agency reserves the right to seek any information, record or data from the Agency at any stage before or after the recruitment process without assigning the reasons. In whole recruitment process the decision of the Government shall be the final.

33.17. In case of any amendment in recruitment process or policy, the Procuring Agency reserves the right to change, alter or amend at any stage of recruitment which shall duly be informed to the Agency.

TERMS AND CONDITIONS

1) The Selected Testing Agency will be bound to comply with all instructions provided in these Documents for selection of suitable candidates for Punjab Transport Authority, T&MD.
2) The selected company shall be responsible to coordinate with Transport & Masstransit Department to prepare complete work plan for entire selection process. This work plan can be altered as per needs of the Punjab Transport & Masstransit Authority. The testing agency shall also develop the "Guidelines for Candidates" which would serve as a guiding tool for the candidates taking written test. The Guidelines will include a sample/model paper for written MCQs type tests for various posts. The portions of the test and their weight age shall be decided in consultation with the Transport & Masstransit Department.
3) The selected agency shall be required to register candidates online for taking written test for selection against the vacant posts. The agency shall assign an "Application No.", Roll Number with record of "Date of Receipt of Application" along with the record of particulars of Fee Challan paid in banks. The' Application No." and "Date of Receipt of Application" should be duly traceable, if required and will be provided to the applicants as acknowledgement of receipt of application.
4) The testing agency shall ensure a mechanism that no application should be considered after the expiry of last date of submission of applications. Registration forms received after the deadline shall not be entertained and shall duly be recorded to ensure transparency and proper record keeping.
5) The selected agency under no circumstances shall receive any application directly from any candidate in person or by hand.
6) The selected agency shall only be responsible for registering the candidates who send their application forms via registered courier also.
7) The selected testing agency shall initially scrutinize all the applications and credentials along with documentary proof to identify the admissibility of a candidate against the certain criteria and conduct the written / psychological test accordingly.

8) The Testing Agency shall accordingly manage and provide the data as per guidelines of Transport & Masstransit Department. The agency shall develop a valid and reliable database for maintaining the record of all applicants against advertised posts. This database will contain classified information and will not be used for any other purpose. This database shall be provided to the Transport & Masstransit Department. The Firm shall be responsible for answering the query/complaints (like non issuance of Roll Number Slips, Change of Center, conflict of test timings if applicant is candidate for more than one post etc.) raised by the applicants and will resolve the issues and provide guidance to the candidates in case of any difficulty / ambiguity faced by them during application process, by maintaining a valid telephone number facility in addition to emails, SMS etc. It is responsibility of the selected agency to check and verify that submitted registration/application forms of candidates are complete in all respect; in case the form of a candidate is incomplete, the agency will collect the necessary information from the candidate and incorporate it, prior to sending the compiled information to Transport & Masstransit Department. All edit connections are required to be incorporated though verifiable means preferably email or other written documents.
9) The agency shall issue Roll No. / ID No. to all candidates for the test. The agency shall be responsible for issuing and dispatching Call Letters / Roll number slips to the eligible candidates and ensure timely delivery.
10) The agency shall arrange test centers / examination halls through its own resources and will ensure all types of arrangements for the smooth holding of test i.e., security, arrangement of invigilators, and other facilities etc.
11) The testing agency will set and prepare multiple series objective type test booklets. Four different sets of options (i.e., A, B, C, &D) should be prepared in consultation with the Transport & Masstransit Department. The selected agency shall be responsible to prepare final test paper in consultation with Transport & Masstransit Department. The Testing agency will, however, ensure secrecy of the final test paper and must not share it with any employee of the procuring agency / Testing firm or any candidate in advance. If so required, The agency shall design OMR answer sheets for each set of question paper and print OMR sheets with provision for carbon copy for candidates. Duplicate OMR answer sheets shall be provided to the candidates in the written test so that they can check / tally their marks in the written test. The answer keys must be uploaded on the selected agency's website in one week time as per the date on which written test would be conducted. The agency shall make the delivery as well as collection of Question papers and OMR answer sheets at and from the examination/Test centers under fool proof security. The arrangement of such security shall be responsibility of the testing agency. The selected recruiting agency shall be responsible to keep record of all registration/application forms for at least five year after completion of selection process. Furthermore, the agency shall provide any or all registration/application form(s) to the Transport & Masstransit Department and when required. However, record keeping mechanism/methodology may be finalized as per the comfort of Transport & Masstransit Department in an agreement /contract signed with successful testing agency. After the provision of written test result, the sorted result of test against each post shall be shared with Transport & Masstransit Department both in soft and hard form as per its requirement. The agency shall also take attendance sheets from each

center. The agency shall print and display instructions for candidates at each test center at prominent places.

12) The selected agency must ensure that entire test process is transparent, fair, secure and open to audit by external auditors. This is a key requirement on the part of the agency as the result of written test is a prime department for final selection. The Testing Agency shall allow presence of authorized officers from the Transport & Masstransit Department (if required) at each Testing centers during the Test for effective monitoring of arrangements for conducting the test.
13) The selected agency shall be required to develop a fool proof mechanism for verifying the identity of candidates taking written test. Collection of test materials e.g., question paper, answer sheets etc. on completion of examination and sealing of answer sheet under supervision 'of authorized officer shall be the responsibility of the testing agency. The selected agency shall, on demand, provide an authentic and legible copy of candidate's answer sheet to Transport & Masstransit Department after announcement of the result.
14) The testing agency and their staff should not have any stake directly or indirectly with any training and test preparation institution/ academy which may be construed as conflict of interest.
15) The Testing Agency should not have been blacklisted by any government office, for which an affidavit on Stamp Paper duly signed by the head of the testing agency, may be attached with the bid.
16) The selected agency shall be responsible to keep record of all registration forms for at least five years after completion of project. Furthermore, the agency shall provide any registration form to Service as and when required.
17) The selected agency must ensure that the test process is transparent, fair secure and open to audit by external auditors.
18) The testing agency/ firm should have web-based facility for registration, initial screening test and announcements regarding test/ interview etc.
19) The testing agency shall announce the result within 48 hours giving the following details on its website:
    i. Complete list giving names of the applicants and fee paid thereof by each applicant;
    ii. List of rejected applicants with reasons thereof;
    iii. complete merit list giving score obtained by each applicant in order of merit;
20) Name of Testing Agency with location of Head Office, Branch Offices, its status, address, telephone number, website and e-mail address. The details of the company's profile, professional and technical skills should be attached with technical bid.

CHECK LIST

Sr.No	Description	Yes/No
1.	Valid Income Tax Registration with Active Status (ATL)	
2.	Valid Sales Tax Registration (Status Active with FBR /PRA) (where applicable)	
3.	Undertaking on Judicial Paper that the firm is not blacklisted and not involved in litigation with any of provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. In case involved in any litigation process, proof of dispute resolution is required.	
4.	Arrangement of Facility Visit.	
5.	Submitted **bid security**	
6.	Copy of national identity card	
7.	Price reasonability certificate	
8.	Technical bid (separate envelop) (PDF)	
9.	Financial bid (separate envelop) (PDF)	

Signature of the bidder:

_____

Stamp of the Firm:

_____

CERTIFICATE ON STAMP PAPER WORTH Rs.300/

1. We hereby confirm that we have carefully read the description of the services and all the terms and conditions of your tender enquiry due for opening on _____ for the **Hiring of Recruitment Agency** for best human resource for Transport & Masstransit Department as advertised in the tender notice as well as those contained in the bid Proforma. We agree to abide by all instructions/conditions.

2. We hereby confirm to adhere to the contract period required in the tender enquiry which would be the essence of the contract and will be binding on us. In case of failure, we agree unconditionally to accept the recovery of liquidated damages on belated services and shall have no objection on risk purchase made by Transport & Masstransit Department to cop up the delayed delivery of services.

Furthermore we undertake certainty that there is no conflict of interest of firm or any employee of the firm within the department.

3. Certified that the price quoted against tender are not more than the price charged from any other Government /Autonomous Institution and in case of any discrepancy, the firm hereby undertakes to refund the price charged in excess and shall be deposited in Govt. treasury or to the candidates as directed/instructed by the procuring agency.

Name of the bidder_____

Signature_____

Company Stamp_____

Annex "I"

BIDDER DATA FORM

COMPANY/ FIRM'S NAME:_____

ADDRESS:_____

_____

TELEPHONE NO._____

E-MAIL ADDRESS:_____

REGISTRATION NO:_____

INCOME TAX REGISTRATION NO:_____

SALES TAX REGISTRATION NO:_____

NAME OF AUTHORIZED PERSON:_____
(AUTHORITY LETTER MUST BE ATTACHED)

CONTACT NO. OF AUTHORIZED PERSON:_____

COMPANY'S DATE OF FORMATION:_____

TOTAL NO. OF EMPLOYEES:_____

CDR/PO NO.& DATE:_____

SIGNATURE OF OWNER / REPRESENTATIVE:_____

STAMP OF THE FIRM:_____

UNDERTAKING

To

The Deputy Secretary (Admn.),
Transport & Masstransit Department, Lahore.

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer the services for recruitment of staff for Punjab Provincial Transport Authority, T&MD in conformity with the said Bidding Documents.

We undertake, if our bids are accepted, to deliver the services in accordance with the delivery schedule specified in the schedule of requirements/contract. If our bid is accepted, we agree to provide required Performance Guarantee in the shape of Digital Bank Guarantee (e-Bank Guarantee) via the Punjab e-Procurement System which shall be retained by the Transport & Masstransit Department as a security as required by the Procuring Agency.

We agree to abide by this bid for a period of 120 days from the date fixed for bid opening under instruction to the 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.

We understand that the procuring Agency is not bound to accept the lowest or any bid.

Name of the bidder_____

Signature_____

Company Stamp_____

FORM OF CONTRACT

AGREEMENT

This Agreement of _____is executed at Lahore, on ____

BETWEEN

The Transport & Masstransit Department through the Deputy Secretary (Admn.), Transport & Masstransit Department which expression shall, unless the context requires otherwise, includes its successors-in-office, representatives and assignees (hereinafter called "the procuring agency") of the FIRST PART;

AND

M/s ---------- registered under Sales Tax No. (FBR/ PRA) ---------- and National Income Tax No. _____Phone No(s)_____ which expression shall, unless the context requires otherwise, includes its successors-in-interest, executors, administrators, representatives and assignees (hereinafter referred to as the "Firm / service provider") of the SECOND PART.

WHEREAS the Transport & Masstransit Department is competent and responsible for concluding the agreement for the procurement of recruitment services and hiring the recruitment agency for selection of best human resource for the Punjab Provincial Transport Authority, Transport & Masstransit Department.

WHEREAS the Transport & Masstransit Department invited Bids for certain services, viz., "delivery of recruitment services for Punjab Provincial Transport Authority, Transport & Masstransit Department" .and has accepted a Bid by the Service Provider for the supply of those services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) the Bid Form and the Price Schedule submitted by the Bidder;
(b) the Schedule of Requirements;
(c) the General Conditions of Contract;
(d) the Special Conditions of Contract; and
(e) the Procuring Agency's Notification of Award.
(f) Contract agreement
(g) Complete Bid document

In consideration of the payments continuous agreed upon with by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Agency to provide the services in accordance with the provisions of the Contract and as required under Schedule of Requirements/Work Plan/ Deputation Plan.

4. The Procuring Agency hereby covenants to allow the Service Provider to receive registration fee, at approved rates from the candidates applying for recruitment, in consideration of the provision of services; the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

This Agreement shall be subject to the following:
Description and Rate

Offered Services (Stage Wise)	Stage Wise Breakdown of Fee charged to a Candidate	Required Mode of Payment	Any additional Information
		Digital Bank Guarantee (e-Bank Guarantee) via the Punjab e-Procurement System	

I. Terms and conditions as mentioned in the bidding documents.
II. All Annexure given in the bidding documents.

(Mr._____) **On behalf of Firm**	**(Mr._____)** **On behalf of Procuring Agency**

Witnesses: _____ _____

TECHNICAL BID

TENDER_____

Offered Services (Stage Wise)	Total Number of Sites / Locations to Conduct the Tests in Punjab	Total Number of Staff on Site / Locations	Any additional Information

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above.

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

Signed, sealed, delivered by the (for the Service Provider)

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 "services delivery of recruitment services for Punjab Provincial Transport Authority, Transport & Masstransit Department and other such obligations of the Service Provider covered under the Contract.

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

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

(g) "The Procuring Agency" means the organization purchasing the Services, as named in SCC.

(h) "The Service Provider" means the Bidder or firm supplying the Services under this Contract.

(i) "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

[where applicable]

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

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

4. Standards

4.1. The services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications/work plan/deputation plan.

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

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

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

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

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

6. Performance Guarantee

6.1. Within fifteen (15) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet.

6.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

6.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable scheduled bank, in the form provided in the

Bidding documents or another form acceptable to the Procuring Agency; or

(b) a cashier's or certified cheque or CDR.

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

7. Incidental material

7.1. The Service Provider may be required to provide any of the incidental material if any, specified in SCC:

[If required and decided by the Procuring Agency]

8. Payment

8.1. No payment shall be made out of Government Funds for the purpose whatsoever it is.

8.2. However, payment mechanism shall be regularized as per SCC.

9. Prices

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

10. Change Orders

10.1. The Procuring Agency may at any time, by a written order given to the Service Provider pursuant to GCC Clause 11, make changes within the general scope of the Contract, only if required for the successful completion of the job.

11. Contract Amendments

11.1. Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

12. Assignment

12.1. The Service Provider shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

13. Sub-contracts

13.1. The Service Provider shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.

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

14. Delays in the Service Provider's Performance

14.1. Performance of Services shall be made by the Service Provider in accordance with the Schedule of Requirements/Work Plan/ Deputation Plan as prescribed by the Procuring Agency.

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

14.3. Except as provided under GCC Clause 17, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages.

15. Liquidated Damages

15.1. Subject to GCC Clause 17, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 16 along with other remedies available under PPR-14.

16. Termination for Default

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

(a) if the Service Provider fails to deliver any or all of the service within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 14;

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

(c) if the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:
(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property

to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process

16.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Agency for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

17. Force Majeure

17.1. Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Service Provider, may agree to exclude certain widespread conditions e.g.: epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure."

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

Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

18. Termination for Insolvency

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

19. Termination for Convenience

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

19.2. The Services that are complete and ready for shipment (if applicable) within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Services, the Procuring Agency may choose:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Service Provider an agreed amount for partially completed Services and for materials and parts previously procured by the Service Provider.

20. Resolution of Disputes

20.1. After signing the contract, The Procuring Agency and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

20.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

21. Governing Language	21.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
22. Applicable Law	22.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.
23. Notices	23.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC. 23.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
24. Taxes and Duties	24.1. Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency.

Special Conditions of Contract

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: the Transport & Masstransit Department

GCC 1.1 (i)—The Service Provider is:

2. Performance Guarantee (GCC Clause 6)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be five percent of contract price.

3. Payment (GCC Clause 8)

GCC 8.1—The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:

i) The expected amount/ realization cost is subject to enrollment of candidates and may vary from the given amount in bidding document.
ii) No Payment shall be made to the service provider out of Govt. Funds.

iii) The Service Provider shall charge his fee "stage wise" from registration fee to be collected from the candidates.

4. Prices (GCC Clause 9)

GCC 9.1 stagewise prices shall be fixed and shall not be adjusted.

5. Liquidated Damages (GCC Clause 15)

GCC 15.1—Applicable rate:

Maximum deduction:

[Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price after that Procuring Agency may proceed for the termination of contract along-with other remedies available under PPR-14.]

6. Resolution of Disputes (GCC Clause 20)

GCC 20.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 20.2 shall be as follows:

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Service Provider, the dispute shall be settled through mediation, failing which the matter will be referred to the arbitrator appointed with mutual consent for arbitration in accordance with the Arbitration Act 1940.

7. Governing Language (GCC Clause 21)

GCC 21.1—The Governing Language shall be: English.

8. Applicable Law (GCC Clause 22)

GCC 22.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

9. Notices (GCC Clause 23)

GCC 23.1—Procuring Agency's address for notice purposes: 11-A, Edgerton Road, Transport House, Lahore

—Service Provider's address for notice purposes:

FINANCIAL BID

TENDER_____

Offered Services (Stage Wise)	Stage Wise Breakdown of Fee charged to a Candidate (with taxes)	Required Mode of Payment	Any additional Information
		Digital Bank Guarantee (e-Bank Guarantee) via the Punjab e-Procurement System	

Name of bidder:_____

Sign and stamps bidder:_____

Schedule of Submission of Bidding Documents

• Last Date of Submission of Tender	**25th November, 2026 at 11:00 am**
• Time & Date of Opening of Tender	**25th November, 2026 at 11:30 am**
• Description	**Hiring of Testing Agency for recruitment in Punjab Provincial Transport Authority**
• Delivery Period	**As per Contract**
• Bid Security	**@2 % of Total expected collection of collection fee**
• Venue of Opening Tender	The bids shall be opened through e-Procurement at the following address: **11-A, Edgerton Road, Transport House, Lahore**

Affidavit

[To be printed on PKR 300 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]

Name: _____

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the Transport & Masstransit Department of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of Transport & Masstransit Department. The undersigned further affirms on behalf of the firm that:

(i) The firm is not currently blacklisted by the Procuring Agency.

(ii) The documents/photocopies provided with Bid are authentic. In case any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.

(iii) Affidavit for correctness of information.

[Name of the Contractor/ Bidder/ Service Provider] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company.

Title of Officer: _____

Name of Company: _____

Date: _____

Performance Guarantee Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

To,

[name and address of the Procuring Agency]

WHEREAS (Name of the Contractor/ Service Provider) _____ hereinafter called "the Contractor" has undertaken, in pursuance of **"**INVITATION TO BID FOR THE **"PROVISION OF _____"** procurement of the following:

1. [***Please insert details***].

(Here in after called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____(Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

[NAME OF GUARANTOR]

Signature_____

Name_____

Title _____

Address_____

Seal_____

Date_____

ANNEX-A

SUBJECT: <u>LIST OF POSTS TO BE ADVERTISED IN PUNJAB PROVINCIAL TRANSPORT AUTHORITY, WITH AMOUNT OF REGISTRATION FEE FOR SAID VACANCIES.</u>

Sr. No.	Name of Post	Vacant Position	Registration Fee
1.	Transport Officer (BS-14)	25	900
2.	Junior Transport Officer (BS-11)	25	900
3.	Head Constable (BS-07)	123	900
4.	Constable (BS-05)	123	900
5.	Driver (Lump Sum)	36	500
TOTAL POSTS		**332**	

NOTE-I: The said registration fees will be collected through BOP in designated Account to be opened for specific purpose.

NOTE-II: All expenditure to be incurred in Selection Process (for all stages) shall be met out of said account.

NOTE-III: No additional amount, whatsoever it is, will be paid out of Government funds for the purpose.