URBAN SECTOR PLANNING & MANAGEMENT SERVICES UNIT (PRIVATE) LIMITED

BIDDING DOCUMENT

(Drafted as per PPRA SBD)

FRAMEWORK CONTRACT FOR HIRING OF VEHICLES SERVICES ON RENTAL BASIS

(Single Stage Two Envelope)

(Note: Procurement is done by Urban Unit in line with Punjab Procurement Rules 2014)

Procurement Reference No. UU/2024-25/01

DISCLAIMER

1. The information contained in this Bidding Document or subsequently provided to Bidder(s), whether verbally or in written form by or on behalf of the Urban Sector Planning and Management Services Unit Pvt. Ltd (the "Urban Unit"), or any of their employees or advisors, shall be subject to the terms and conditions set out in this Bidding Document and any other terms and conditions subject to which such information is provided.

2. This Bidding Document does not purport to contain all the information each Bidder may require. This Bidding Document may not be appropriate for all persons, and it is not possible for the Urban Unit, their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this Bidding Document. Certain Bidders may have better knowledge of the proposed Project than others may. Each Bidder should conduct its own investigations and analysis of the information contained in this Bidding Document and obtain independent advice from appropriate sources. The Urban Unit, its Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Bidding Document.

3. The Urban Unit may, in its absolute discretion, but without being under any obligation to do so, update, amend, add to any or all of the provisions or supplement the information of this Bidding Document or cancel the present Invitation and call for fresh Invitations. Such changes would be intimated to all Bidders using this Bidding Document.

4. The Urban Unit reserves the right to reject any or all of Bids submitted in response to this Invitation at any stage without assigning any reasons whatsoever before acceptance of any bid. The Urban Unit also reserves the right to hold or withdraw from or cancel the process at any stage up to the final pre-qualification / shortlisting / selection.

5. Neither the Urban Unit nor its employees or representatives shall have any liability in case of non-receipt of any correspondence from them to the Bidders due to the postal delays.

6. Mere submission of this Bid or Pre-qualification or issue of RFP does not vest any right in the Bidder for being selected for the Project.

7. All the procurement procedures shall be conducted in accordance with the Punjab Procurement Regulatory Authority Act 2009 ("PPRA Act 2009" or "PPRA Act") and Punjab Procurement Rules 2014 ("PPRA Rules 2014" or "PPRA Rules"). In case of any conflict between the provision of this document and PPRA Act 2009/ PPRA Rules 2014, the latter shall prevail.

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Section-I: Invitation to Bids

Procurement Reference No. UU/2024-25/01

BIDDING DOCUMENT FOR THE PROCUREMENT OF FRAMEWORK CONTRACT FOR HIRING OF VEHICLES SERVICES ON RENTAL BASIS

Sealed Bids on framework basis for any item within any LOT, or for complete items for any or all LOTs (as per section-III) are invited from Bidders i.e. firms/companies/sole proprietor/ general order suppliers engaged in providing rental vehicle services, registered with the relevant Registration Authorities and Tax Departments/ Authorities (Income Tax and Punjab Sales Tax). The Bids shall be received as per **Single Stage Two Envelope procedure.**

Bidding Document, in the English language, can be collected by the interested Bidders from the office of the undersigned. The Bidding Document carrying all details can also be downloaded from the Urban Unit's website https://www.urbanunit.gov.pk/ and website of Punjab Procurement Regulatory Authority http://ppra.punjab.gov.pk.

Bids must be delivered to the addressee below on or before **05th August 2024** at **11:00 AM**. Bid Security shall be submitted in the form of Call Deposit Receipt/Bank Guarantee / Demand Draft / Pay Order. Late Bids shall be rejected. The Bids will be opened on the same day at **11:30 AM** in the presence of the Bidders' representatives who may choose to be present at the address below. Interested eligible Bidders may obtain further information from the Urban Unit at the address given below from date of publishing of advertisement till due date, during office hours 09:00 AM to 05:00 PM. Bid Validity shall be of 120 days.

All Bids must be accompanied by a Bid Security as mentioned below.

LOT No.	Description	Estimated Amount (PKR)	Bid Security Amount (PKR)
1.	**Rental Vehicle Services (As per Section-III)**	**39,000,000/-**	**390,000/- (1% of Estimated Amount)**

	For Lahore on Monthly basis, 1150cc or above Sedan		
2.	**Rental Vehicle Services (As per Section-III) For Lahore on daily/weekly/monthly basis, other than LOT – 1.**	**2,277,000/-**	**113,850/- (5% of Estimated Amount)**
3.	**Rental Vehicle Services (As per Section-III) on daily/weekly/monthly basis, for all Pakistan except Lahore.**	**2,277,000/-**	**113,850/- (5% of Estimated Amount)**

Bidding Documents are immediately available after the date of publication of tender notice. The Urban Unit shall not be responsible for any cost or expense incurred by the Bidders in connection with the preparation or delivery of Bids. In case of official holiday on the day of submission, next day will be treated as closing date.

MUHAMMAD OMAR MASUD
Chief Executive Off. er
Urban Sector Planning & Management Services Unit (Private) Limited
Contact: Ph: +92 42-99205316-22 Fax: +92 42-99205323
Email: procurements@urbanunit.gov.pk, website: https://urbanunit.gov.pk/

Bidder's Signature and Stamp

Section-II: Instructions to Bidders (ITB)

2.1. Introduction

2.1.1 Scope of Bid

i) The Procuring Agency (the "PA" or "Procuring Agency"), as indicated in the Bid Data Sheet (the "BDS"), invites sealed Bids for the provision of the services as specified in the Section-IV- Bid Data Sheet (BDS) and Section VII- Schedule of Requirements. The successful Bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS.

ii) The procurement title, reference number, method and procedure are specified in the BDS.

2.1.2 Source of Funds

i) The Procuring Agency named in the BDS has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to Bids has been issued.

2.1.3 Eligible Bidders

i) The Invitation to Bids is open to all Service Providers i.e. association of firms/companies/sole proprietors, registered with the relevant Registration Authorities and Tax Departments/Authorities (including Income Tax, Sales Tax and Punjab Sales Tax Authorities), except as provided hereinafter who meet the minimum eligibility/ qualification/criteria.

ii) Joint Ventures, Consortiums and Associations shall not be permitted to submit the Bid.

iii) Government-owned enterprises may participate in the bidding only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.

iv) Bidders should meet all the minimum eligibility conditions as defined in BDS, however, after explicitly fulfilling the criteria (as mentioned in the BDS) by the bidders, they will be further evaluated on the basis of Least Cost Method.

v) Bidders shall not be under a declaration of blacklisting by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA). If a Bidder is declared blacklisted by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA) after the award of Contract,

vi) such blacklisted Bidder wishing to execute the contract may do so provided the Bidder shall provide 100% Bank Guarantee against the awarded Contract value and in case the Bidder fails to do so, the Procuring Agency may proceed with second lowest evaluated Bidder.

vii) The invitation for Bids is open to all prospective bidders/service providers subject to any provisions or licensing/regulatory requirements issued by the respective national/ provincial professional statutory body established for that particular trade or business.

viii) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in the Bidding process, if it:

a) Is associated or has been associated in the past, directly or indirectly with a firm or any of its affiliates which has been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the services to be purchased under this Invitation for Bids.
b) has controlling shareholders in common; or
c) receives or has received any direct or indirect subsidy from any of them; or
d) has the same legal representative for purposes of this Bid; or
e) has a relationship with each other, directly or through common third parties, that puts it in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
f) submits more than one Bid in this Bidding process, However, this does not limit the participation of subcontractors in more than one Bid.

xi) A Bidder may be ineligible if –

(a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent;
(b) payments in favor of the Bidder are suspended in accordance with the judgment of a court of law other than

a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;

(c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;

(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

(e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21 of PPRA Rules, read with the Schedule appended therewith.

(f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

(g) The firm/Service Provider/contractor is blacklisted/ debarred by any international organization.

xii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

xiii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

xiv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

2.1.4. Cost of Bidding

i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the BDS shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.1.5. One person one bid

i) As per Rule 36A of Punjab Procurement Rules 2014, each Bidder shall submit only one Bid individually.

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

iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

2.1.6. Work Plan/Deputation Plan

i) The Bidder shall be responsible for the provision of bids as per work plan/deputation plan formulated by the Procuring Agency and the Procuring Agency may also, from time to time amend the same as per its requirement.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

i) The services required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents are to be read in conjunction and, inter alia, include:

(a) Invitation to Bids

(b) Instructions to Bidders (ITB)

(c) Technical Specifications

(d) Bid Data Sheet (BDS)

(e) General Conditions of Contract (GCC)

(f) Special Conditions of Contract (SCC)

(g) Schedule of Requirements

(h) Bid Form

(i) Bidder Profile Form

(j) General Information Form

(k) Affidavit

(l) Bid Security Form

(m) Technical Bid Form

(n) Contract Form

(o) Financial Bid Form / Price Schedule

(p) Performance Guarantee Form

(q) Check List

ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as 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.

iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPRA Rules, will take precedence.

iv) The Procuring Agency shall not be responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2. Clarification of Bidding Documents

i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email or any other standard electronic means at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement/ BDS. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) 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) will be sent to all prospective Bidders that have received the Bidding documents.

ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS/** Invitation to Bid/ Tender Notice/ Advertisement**.**

iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids as prescribed in **ITB 2.2.2 (i), above.**

iv) Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.

v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3.**

vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.

vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder

2.2.3. Amendment of Bidding Documents

i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing time of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) of PPRA Rules. Such amendments shall take precedence over the existing Bidding Documents.

ii) All prospective Bidders that have received the Bidding documents will be notified of the amendment in writing or by email, and will be binding on them.

iii) Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder may modify the Bidding Documents by issuing addenda.

iv) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g. email that secures record of the content of subject communication.

v) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per Rule 29 of PPRA Rules, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders. Provided that the bidder who had either already submitted its bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw its already submitted bid and resubmit the revised bid before the original or extended bid submission deadline. The addendum will be binding on Bidders. It will be assumed that the amendments contained in such Addendum are taken into account by the Bidder in its bid.

2.3. Preparation of Bids

2.3.1. Language of Bid

i) 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 in English language. Supporting documents and printed literature furnished by the Bidder may also be in the same language.

2.3.2. Bid Form

i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the services to be provided by it.

2.3.3. Bid Prices

i) The Bidder shall indicate on form 8.1 the total Bid price of the services of which it proposes to provide under the contract.

ii) Prices indicated on the Price Schedule shall be item wise/ package wise *[to be decided by the Procuring Agency on form 8.1]*

iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) 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.

iv) 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 BDS. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.

2.3.4. Bid Currencies

i) Prices shall be quoted in **Pak Rupees**.

ii) The Bidders must adhere to the minimum wage rate (notified by Labor & Human Resource Department) and all applicable duties, direct or indirect taxes, and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder. Any new indirect tax or duty levied by the Government during the bidding process shall be adjusted/ included in the bid price.

2.3.5. Documents Establishing Bidder's Eligibility and Qualification

i) Pursuant to ITB Clause 2.1.3, 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.

ii) 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 eligible as defined under ITB Clause 2.1.3.

iii) 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 capability necessary to perform the contract;

(b) That the Bidder meets the qualification criteria listed in the BDS.

2.3.6. Bid Security

i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the BDS.

ii) 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 2.3.6. (vii).

iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:

(a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) valid for the duration mentioned in the BDS.

iv) Any Bid not secured in accordance with ITB Clauses 2.3.7 (i) and (iii) may be rejected by the Procuring Agency as non-responsive.

v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than …. ( ) days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.7 (iii) (a) or along with unopened financial proposal as per Rule 38(2)(a)(vii) of PPRA Rules, which shall take precedence, and is as under:

"***38(2)(a)(vii)*** *the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:*

provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency".

vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.

vii) 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:

i. fails to sign the contract in accordance with ITB Clause 2.6.3; **or**

ii. fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or

iii. is blacklisted under relevant provisions of PPRA Act and PPRA Rules.

2.3.7. Period of Validity of Bids

i) Bids shall remain valid for a period of one hundred and twenty (120) days after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.

ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension in its bid validity period for a specified additional period (as per Rule 28 of PPRA Rules). The request and the responses thereto shall be made in

writing or by email. The Bid security provided under ITB Clause 2.3.7 shall also be suitably extended. A Bidder may refuse the request without having its Bid security forfeited. However, a Bidder accepting such request will not be required nor permitted to modify its Bid.

2.3.8. Format and Signing of Bid

i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the BDS, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.

ii) 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 initialed by the person or persons signing the Bid.

iii) The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be valid only if they are initialed by the person or persons signing the Bid.

iv) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be initialed by the person or persons signing the Bid.

v) 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.

2.3.9. Minimum Wage rates/all applicable taxes

i) The Bidders must adhere to the minimum wage rate (notified by Labor & Human Resource Department of the Government of Punjab) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

i) As per Rule 24 of PPRA Rules, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely in such a manner that opening and resealing cannot be achieved undetected.

ii) The inner and outer envelopes shall:
a. be addressed to the Procuring Agency at the address given in the BDS; and
b. bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS, the Invitation to Bids (ITB) title and number indicated in the BDS, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the BDS, pursuant to ITB 2.4.2.

iii) 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".

iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the Procuring Agency will assume no responsibility for the Bid's misplacement or premature opening.

2.4.2 Deadline for Submission of Bids

i) Bids shall be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the BDS..

ii) The Procuring Agency may, at its discretion and as per Rule 29 of PPRA Rules, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 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.

2.4.3. Late Bids

i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.

ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.

iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

2.4.4. Modification and Withdrawal of Bids

i) 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.

ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i). A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

iii) No Bid may be modified after the deadline for submission of Bids.

iv) 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 along with other remedies available under PPRA Rules, pursuant to the ITB Clause 2.3.7 (vii).

v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.

vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

2.5. Opening and Evaluation of Bids

2.5.1. Opening of Bids by the Procuring Agency

i) The Procuring Agency will open all Bids, including modifications, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register as proof of their participation.

ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice

contains a valid authorization to request the withdrawal and is read out at bid opening.

iii) Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

iv) Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.

v) Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.

vi) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.

vii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.

viii) Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.

ix) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.

x) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i).**

xi) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, at a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification and the Bid price.

xii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.

xiii) A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

2.5.2. Confidentiality

i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of Rule 37 of PPRA Rules

ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.

iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the

Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification of Bids

i) As per Rule 33(2) of PPRA Rules, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.

ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.

iii) The alteration or modification in the Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:

a) evaluation & qualification criteria;
b) required scope of *services* and related materials.
c) all securities requirements;
d) tax requirements;
e) Terms and conditions of bidding documents.
f) change in the ranking of the Bidder

iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

2.5.4. Preliminary Examination

i) 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.

ii) Arithmetical errors will be rectified on the following basis:-

a. 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 may be rejected, and its Bid security may be forfeited.

b. If there is a discrepancy between words and figures, the amount in words will prevail.

iii) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. 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 2.3.7), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals 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.

iv) 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 non-conformity.

v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

a) meets the eligibility criteria defined in **ITB 2.1.3**;
b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
c) has been properly signed;
d) is accompanied by the required securities; and
e) Is substantially responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

2.5.5. Examination of Terms and Conditions; Technical Evaluation

i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section VII – Schedule of Requirements & Evaluation**

Criteria as provided in BDS, have been met without material deviation or reservation.

iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance**,** it shall reject the Bid.

2.5.6. Correction of Errors

i) Bids determined to be substantially responsive will be checked for any arithmetical errors. Errors will be corrected as follows:
   a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
   b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
   c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
   d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.7.**

2.5.7. Conversion to Single Currency

i) As per rule 32(2) of PPRA Rules, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. 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 on that day.

2.5.8. Post-qualification & Evaluation of Bids

i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS and pursuant to ITB Clause 2.1.3.

ii) The determination will take into account the Bidder's financial, technical, and supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information required for eligibility/qualification expressed in BDS as the Procuring Agency deems necessary and appropriate.

iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be substantially responsive, pursuant to ITB Clause 2.5.5.

iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Procuring Agency which includes clear cut instruction regarding evaluation inclusive of all prevailing taxes, duties, fees along with observance of minimum wages etc.

2.5.9. Contacting the Procuring Agency

i) Subject to ITB Clause 2.5.3, 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 evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.

ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.10. Grievance Redressal

i) As per Rule 67 of PPRA Rules, the Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.

ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary

to provision of Rule 33, and the same shall be addressed by the GRC well before the proposal submission deadline.

iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the GRC well before the proposal submission deadline.

iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA for obtaining/ receiving grievance petitions from the prospective bidders (if any).

v) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

i) Prior to the expiration of the period of Bid validity, the Procuring Agency shall notify the successful Bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its Bid has been accepted.

ii) The notification of award will constitute the formation of the Contract.

iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring

Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.7 (v).

2.6.2. Performance Guarantee

i) Within fifteen (15) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.

ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under Rule-2(ae) read with Principles of Procurement as enunciated in Rule-4 of PPRA Rules.

2.6.3. Signing of Contract/ Issuance of work Order

i) 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.

ii) Within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.

2.6.4. Award Criteria

i) Subject to ITB Clause 2.6.2, under Rule55 of PPRA Rules, the Procuring Agency shall 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 that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award

i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of *services* originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of Rule 59 (iv) of PPRA Rules (not more than 15%).

2.6.6. Procuring Agency's Right to

i) As per Rule 35 of PPRA Rules, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul

Accept or Reject All Bids

the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.

ii) The Bidders shall be promptly informed about the rejection of the Bids, if any

iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

2.6.7. Re-Bidding

i) If the Procuring Agency rejects all the Bids under Rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

2.6.8. Corrupt or Fraudulent Practices

i) The Procuring Agency requires that Bidders, Service Providers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

"(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."

ii) Blacklisting & Debarment:

Blacklisted Consultants and those found involved in "Corrupt Practices" are not allowed to participate in bidding.

Substantial Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009:

"*17A. Blacklisting*. *– (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.*

(2) *The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.*

(3) *Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.*

(4) *A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the*

Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

***21. Blacklisting**. – (1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:*

(a) acted in a manner detrimental to the public interest or good practices;

(b) consistently failed to perform his obligation under the Contract;

(c) not performed the Contract up to the mark; or

(d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

(a) shall forward the decision to the Authority for publication on the website of the Authority; and

(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
   - *(a) precise allegation, against the bidder or Contractor;*
   - *(b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
   - *(c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
3. *The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*

10. The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.

11. If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.

12. The Authority shall immediately publish the information and decision of blacklisting on its website.

13. In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.

14. In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.

15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.

16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.

17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process."

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

Section-III
Services Required

SCOPE OF SERVICES

1. The bidder shall provide the rental services of vehicle(s) for **travelling** on daily / weekly / monthly (24 hours basis & calendar date basis) rental services of vehicle(s) with valid license holder driver, physically and mentally fit to drive a vehicle, and working Air Conditioner/heater, with fog lights installed and in working condition and cars shall be fit to drive all across Pakistan, confirming all safety and security standards as prescribed in this document as well as prescribed by the Government/Law.

2. The quantity of vehicles may vary as per requirement of the Client and the Service Provider shall be responsible to provide requested vehicle(s) accordingly.

3. The Client shall provide the fuel for all vehicle(s) (daily / weekly / monthly). Only for the vehicles hired on monthly basis, the Client will provide oil change (at every 4000 Kms) and car wash (if and when required).

4. The quoted Rent of the vehicle(s) shall include Driver Wages, food cost etc. and all other applicable government taxes and duties.

5. The monthly Rent of Vehicle provided under this Contract shall remain the same during the period of this Contract. The Service Provider shall not demand for increase in monthly rental during the period of this Contract.

6. The vehicle provided under this Contract shall have vehicle tracking system along with its online access. The successful bidder shall also provide vehicle(s) tracking report on fortnightly basis.

7. The Service Provider shall provide online access for live location of all the rented vehicle(s) to the Client.

8. The vehicle provided under this Contract shall be completely insured and all relevant documents shall be kept in the vehicle all the time. A copy of insurance documents shall be submitted to the Client.

9. The Service Provider shall be fully responsible for all payments like wages, E.O.B.I., Social Security, Health Insurance, etc. of their staff/Drivers as per the rules and regulations of the Government. The Client will deduct income tax and PRA or any tax, if applicable, as per prescribed rates of the Government.

10. The Service Provider shall provide Services according to the needs and requirements of the Client and in case the quality of Services rendered by the Service Provider is not as per the contractual obligations or non-compliance of the conditions specified in sub-clauses below, a warning letter will be issued along with a deduction of 15% from the invoice on first warning letter, 30% will be deducted on second warning letter and on third time, the contract will be terminated and performance security will be forfeited.

    A. Unsatisfactory services shall include:
        a. Absenteeism of driver without prior approval by the client
        b. Reckless driving by the driver
        c. Frequent accidents by the driver
        d. Misbehavior by drivers
        e. Non-provision of the vehicle as per the intimated schedule
        f. Failure to provide replacement in case of repair and maintenance of provided vehicle
        g. Late Arrival of the driver
        h. Delayed Pickup by the driver
        i. Traffic Rules Violations by the driver
        j. Not dressed in uniform
        k. Improper hygiene of self and cleanliness of vehicle
        l. Not maintaining proper log book / travel detail and enclosing it with the monthly invoice
           Drivers being unaware of local routes within the particular duty division/city

11. The bidder shall be responsible for all the repair, replacement & maintenance of vehicles to be provided to Client under this Contract with periodic maintenance of the vehicle including, inter alia, air conditioners/ heaters, brakes, suspension, on time tyre replacement, or any mechanical / electrical work etc.

12. In case of theft, snatching, accident or total loss to the vehicle through accidents/fire/natural disaster the bidder will deal with the insurance company for documentation, depreciation and final claim settlements. If the vehicle is driven by the Client, the Client may pay only depreciation amount in case of any accidents or mishap. However, if the vehicle is not fit to drive due to poor maintenance or driver is not being provided by the service provider, in such a case, the Client shall not be responsible for any kind of payment against any loss/mishap

13. In case of theft, snatching, accident, or total loss to the vehicle through accidents/fire/natural disaster, where is vehicle is driven by the driver provided by the bidder and in such case the bidder shall bear all the losses and deal with the insurance company for documentation, depreciation, and claim settlements arising thereof.

14. In case of theft, snatching, accidents, or total loss wherein the vehicle is driven by the Client personnel, the Client may only pay the depreciation amount only in case of accident to the extent of bridging the depreciation amount against the insured amount.

15. If the vehicle is not fit to drive due to poor maintenance despite repeated maintenance request to service provider or if a driver is not provided by the service provider, the Client shall not be responsible for any payment against any loss.

16. If the vehicle is not fit to drive due to poor maintenance despite repeated maintenance requests to the service provider, or if a driver is not provided by the service provider, or if the driver provided by the service provider is medically unfit to drive, the Service Provider shall be responsible for all compensatory payments against any loss or injuries caused. In case of repair, if the vehicles took more than (01) day then Service Provider shall provide alternate similar vehicle on urgent basis at same point without any delay and in this regard no extra charges shall be paid by the Client.

17. In case of leave of driver, the Service Provider shall provide alternate similar vehicle on urgent basis at same point without any delay and in this regard no extra charges shall be paid by the Client.

18. The Service Provider shall be fully responsible to provide the competent and well-trained drivers having following qualities for the performance of services under this Contract:

a. Driver must be able maintain (read and write) log book in proper manner.
b. Driver shall not be allowed to smoke in car.
c. Driver shall maintain himself and the car in proper hygienic condition.
d. Drive must have the code of conduct for driving of vehicles.
e. Driver must have fresh/new face mask and hand sanitizer on regularly basis.

19. The vehicles shall be equipped with fixed fire extinguishers to deal with emergency situation.

20. The rental vehicle will be available for 365 days including all holidays.

21. The Service Provider shall maintain basic standards of the provided vehicles to keep vehicles fit for drive as per government rules and regulations.

22. In case of vehicle(s) hired on weekly & monthly basis, during day & night, vehicle(s) will be not be parked at driver's house especially on holidays.

23. In case of vehicle(s) hired on monthly/weekly basis, during day & night, vehicle(s) will be parked with handing over the Key(s) of vehicle(s) to the Client at following places:

a. 503- Shaheen Complex Edgerton Road, Lahore or
b. Other offices of the Urban Unit
c. Places designated by the Urban Unit including residence of the officials.

24. The Client will provide accommodation to the driver in case of night stay and additionally shall pay daily allowance of Rs. 2000/- to the driver.

25. The Service Provider shall provide the vehicle fitness certificate on provision of each vehicle.

26. The vehicles provided the Service Provider under this Contract shall be at the disposal of the Client and may be placed in any district of Pakistan and in this regard, no extra cost paid by the Client.

27. Contract will be awarded to technically responsive 1st lowest evaluated Bidder (rate wise, vehicle wise & Lot – wise based on daily/weekly/monthly)

28. Offered rates will be on daily / weekly / monthly basis (24 hours per day & calendar date basis) at:

29. For Lahore, the offered rates will be at 503-Shaheen Complex Edgerton Road, Lahore and shall inclusive of all taxes.

30. Contract will be signed with The Urban Unit and successful bidders (rate wise, vehicle wise & Lot – wise based on daily/weekly/monthly) after the approval of Chief Executive Officer.

31. The quantity of vehicles may vary as per requirements of the Client.

INFORMATION ABOUT VEHICLES TO BE PROVIDED

Sr. #	Make	Model	Minimum Engine Capacity	Approx. No. of Vehicles
1	Sedan	2019 or recent	1150 CC or above	30
2	SUV (4x4) (Vigo, Prado or equivalent)	2015 or recent	2800 CC or above	5
3	Suzuki Cultus or equivalent	2019 or recent	990 CC or above	5
4	Toyota Hi roof or equivalent	2018 or recent	2000 CC or above	5
5	Toyota Coaster (29 seater) or equivalent	2018 or recent	3500 CC or above	2
6	Bus or equivalent (52 seater)	-do-		1
7	Mini Truck	-do-		5
8	Primover	-do-		1

NOTE: Vehicle(s) are required throughout Pakistan, covering all districts and cities.

Section-IV: Bid Data Sheet

4.1. Bid Data Sheet (BDS)

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

A. Introduction		
BDS Clause Number	**ITB Number**	**Amendments of, and Supplements to, Clauses in the Instruction to Bidders**
1.	**2.1.1**	Name of Procuring Agency: Urban Sector Planning and Management Services Unit (Private) Limited. The subject of procurement is: Framework Contract for Hiring of Vehicles Services on Rental Basis Services required on following address: Shaheen Complex, Edgerton Road, Lahore. Time Period: Contract will be awarded to technically responsive 1st lowest evaluated Bidder (rate wise, vehicle wise & Lot – wise based on daily/weekly/monthly) as per detailed at Section - III. The Contract will be signed for a period of one (01) year. However, the contract is subject to renewal, extension, or revocation upon the mutual consent of both parties, and such a Contract will maintain the previously agreed-upon rates for the additional time extension. *Note: The service provider is responsible for the submission of E-stamp paper for Contract Signing. The amount of E-stamp paper will be informed to the service provider at the time of contract signing.* Provision of Services: The successful bidder will have to provide the rental vehicle services immediately after signing of Contract as per following requirement: • Daily basis: within 06 hours.

		• Weekly basis: within 12 hours. • Monthly basis: within 24 hours.
2.	**2.1.2**	Financial year for the operations of the Procuring Agency: FY 2024-2025 Name of Project/ Grant: The Urban Unit, Non-Development Name of financing institution: The Urban Unit Name and identification number of the Contract: Name and identification number of contract shall be same as subject of procurement and procurement reference number
3.	**2.1.3**	Joint Venture / Consortium / Association are ***not eligible*** to apply for this procurement.
4.		Ineligible country(s) is Israel
	B.	**Bidding Documents**
5.	**2.2.2**	The address for clarification of Bidding Documents is: Procurement Department, The Urban Unit, Office 503, 5th Floor, Shaheen Complex, Egerton Road, Lahore
6.	**2.2.2**	Pre-bid meeting: Not Required
7.	**2.3.9**	The number of bidding documents to be completed and returned is **One (1) Original** only
	C.	**Bid Price, Currency, Language and Country of Origin**
8.	**2.3.1**	Language of bid is **English**
9.	**2.3.4**	The price quoted shall be as per Financial Bid Form 8.9 The Bidders may participate for any item within any LOT, or for complete items for any or all LOTs as per Section – III and Financial Bid Form.
10.	**2.3.4 & 2.3.9**	The price quoted shall be in **Pakistani Rupees (PKR)** and **inclusive of all applicable taxes.**
	D.	**Preparation and Submission of Bids**
11.	**2.1.3**	Eligibility and Technical Criteria is as under (Mandatory): 1. Registration with Income Tax Authorities and Active Tax Payer Status. 2. Registration with Punjab Revenue Authority and Active Tax Payer Status.

		3. Affidavit on non-judicial stamp paper of worth PKR 100/- regarding non-involvement in any legal action or dispute and the bidder is not black listed by any firm/company/authority/statutory body. *(Form 8.5 of this bidding document should be followed)* 4. The bidder must provide an affidavit on a stamp paper worth PKR. 100/- that the bidder will provide the cars when required as per Section – III. 5. The bidder must provide proof of possession by attaching a copy of the vehicle registration issued by the motor registering authority. At least 10 vehicles shall be registered in the company's name or its owner's name. An affidavit on a stamp paper worth PKR 100/- must also be provided, confirming the availability of at least 25 vehicles in Lahore. 6. Registration of Company / Firm / Sole Proprietor (name of relevant registration entity where the firm is legally registered), copy of CNIC (in case Sole Proprietor). 7. For LOT-1: Attach Copies of Five (05) similar nature Work Order / Contract / Completion Certificate, each contract / work order issued within last three (03) years. The accumulative number of rental vehicles provided in all five (05) work orders/contracts shall be at least 25. 8. For LOT-2: Attach Copies of Three (03) similar nature Work Order / Contract / Completion Certificate, each contract / work order issued within last three (03) years. 9. For LOT-3: Attach Copies of Three (03) similar nature Work Order / Contract / Completion Certificate, each contract / work order issued within last three (03) years. 10. Criteria mentioned in bid checklist. (Section -IX) 11. Any other relevant information with documents in addition to the above that the bidder may like to furnish in support of their application.
12.	**2.1.1**	Bid shall be submitted to: Chief Executive Officer,

		The Urban Unit, Office 503, Shaheen Complex, Egerton Road, Lahore.
13.	**2.4.2**	The deadline for Bid submission is a) Day*: **Monday*** b) Date*: **05th August 2024*** c) Time*: **11:00 AM***
14.	**2.5.1**	Bid opening detail: a) Day*: **Monday*** b) Date*: **05th August 2024*** c) Time*: **11:30 AM*** Address: The Urban Unit, Office 503, Shaheen Complex, Egerton Road, Lahore.
15.	**2.6.2**	Amount of Performance Guarantee: Performance Security in the form of Bank Guarantee or *(Pay Order / Bank Draft / Call Deposit Receipt)* from a schedule bank as per State Bank of Pakistan in favor of "Urban Sector Planning and Management Services Unit (Pvt.) Limited" shall be submitted by the successful bidder right after the contract signing, but not later than 15 (fifteen) days, valid for a period of one year. **The details of Performance Security are as Follows:** **1. LOT – 1: PKR 1,000,000/-** **2. LOT – 2: PKR 200,000/-** **3. LOT – 3: PKR 200,000/-**
16.	**2.3.6**	Accumulative Estimated Contract Price for all LOTs is: **PKR 43,554,000/-** **1.** Amount of Bid Security for LOT – 1 is: **PKR 390,000/-** 2. Amount of Bid Security for LOT – 2 is: **PKR 113,850/-** 1. 3.Amount of Bid Security for LOT – 3 is: **PKR 113,850/-**

		The Bid Security Instrument Shall be Attached with the Technical Bid. ***The Bid Security shall be returned upon submission and verification of Performance Security by the respective bank.***
17.	**2.3.7**	Bid validity period after opening of the Bid is: 120 Days.
18.	**2.3.8**	Number of copies of the Bid to be provided are: *None*
	E.	Opening and Evaluation of Bids
19.	**2.5.1**	The Bid opening shall take place at: The Urban Unit, Office 503, Shaheen Complex, Egerton Road, Lahore. a) Day*:* ***Monday*** b) Date*:* ***05th August 2024*** c) Time*:* **11:30 AM**
20.	**2.3.4**	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: *Pakistani Rupees (PKR)* The source of exchange rate shall be: *Not Applicable* The date of exchange rate shall be: *Not Applicable*
	F.	**Bid Evaluation Criteria**
21.	**2.5.8**	Criteria to Bid evaluation. After qualifying the Eligibility Criteria and Technical requirements, Bids shall be evaluated purely on the basis of **Least-Cost Method.**

Section-V: 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 provision of the Services and full and proper performance of its contractual obligations.

(c) "The Goods" means all of the equipment, machinery, and/or other materials which the Service Provider is required to supply to the Procuring Agency under the Contract.

(d) "The Services" means those services *{detail to be provided by the Procuring Agency as per its requirements}* and other such obligations of the Service Provider covered under the Contract.

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

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

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

(h) "The Procuring Agency's country" is the country named in SCC.

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

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

(k) "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 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 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 *[to be decided by the procuring agency*] 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 & clause 2.6.2 of ITB.

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 PPRA Rules 2014, 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 bank located in the Procuring Agency's country, 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:

8. Payment

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

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

8.3. As per Rule-62 of the PPRA Rules 2014, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider, provided the work is satisfactory.

8.4. The currency of payment is *[to be decided by the Procuring Agency]*

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 absolutely necessary for the successful completion of the job.

10.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPRA Rules 2014 should be violated.

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 in in Sections III and VII.

14.2. If at any time during performance of the Contract, the Service Provider or its subcontractor(s) 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 the delivered price of the delayed Goods or 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 seven (7) days 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, 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 to the satisfaction of the Procuring Agency; 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 by the Service

Provider at the time of executing the Contract. 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".

17.3. If a Force Majeure situation arises, the Service Provider shall promptly, not exceeding three (3) days, 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.

17.4 The Procuring Agency shall be entitled to not pay any consideration to the Service Provider during the suspension of the Services on account of the Force Majeure event.

17.5 In the event the Force Majeure persists for thirty (30) days, the Procuring Agency affected by such an event may at its option terminate the Contract.

18. Termination for Insolvency

18.1. The Procuring Agency may at any time terminate the Contract by giving seven (7) days 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 thirty (30) days 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 or issuance of purchase order, 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., applicable on the provision of the Services.

25. Change in minimum wage rate

25.1. If during the continuation of the service contract, minimum wage rate is revised by the competent authorized forum, then the ongoing contract shall be revised as per percentage increased in minimum wages declared for such category.

26. Extension in Contract period	Initially the contract will be for one (1) year. However, the same would be extended by the competent authority, on the satisfactory performance by the contractor for further a period of _____ (____) years on the same rate & TORs. Extension in the contact agreement shall be the discretion of the procuring agency and the contractor has no right to claim further extension as a matter of right in the contract.

Section-VI. Special Conditions of Contract

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.

1. Definitions (GCC Clause 1)

GCC 1.1 (c) — "The Goods" means all of the ancillary equipment and other materials which the Service Provider requires for effectively providing the Services under the Contract except those goods and articles which are expressly stated to be provided by Urban Unit under Part III. Scope of Services of the Bidding Documents

GCC 1.1 (d) — "The Services" means the services to be provided by the Service Provider for the Urban Unit as per Part III. Scope of Services of the Bidding Documents and as per internationally accepted standards, best industry practices and the standards mentioned in the Bid.

GCC 1.1 (g)—The Procuring Agency is: Urban Sector Planning and Management Services

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

GCC 1.1 (i)—"The Service Provider" means the successful Bidder to whom the Contract is awarded by the Urban Unit for supplying the Services under the Contract.

GCC 1.1 (j)—The Project Site is: Urban Unit, Office 503, Shaheen Complex, Egerton Road, Lahore, Pakistan

GCC 1.1 (l)— "Urban Unit" means "Urban Sector Planning and Management Services Unit Pvt. Ltd."

2. Performance Guarantee (GCC Clause 6)

GCC 6.1—As per Rule 56 of the PPRA Rules 2014, the amount of Performance Guarantee, shall be as per **BDS Clause No.15.**
GCC 6.3 – The Performance Guarantee shall only be in the forms provided in BDS Clause No. 15

3. Incidental Materials (GCC Clause 7)

GCC 7.1—Incidental materials shall be all such ancillary and complementary equipments and other materials which the Service Provider requires for effectively providing the Services under the Contract excluding those materials which are expressly stated to be provided by Urban Unit under Part III. Scope of Services of the Bidding Documents.

4. 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:

(a) The payment of the Contract Price shall be made on a monthly basis upon submission of invoice by the Service Provider for each month subject to satisfactory performance of the Services.

(b) Within thirty (30) days following the receipt of the monthly invoice from the Service Provider, the Urban Unit shall pay the undisputed amounts to the Service Provider.

(c) The Urban Unit may object to all or part of the invoice, provided such objection notice is made in writing within seven (7) days from the date of receipt of the invoice and contains a reasonable detail of the disputed amount(s) in the invoice.

GCC 8.4 –. The payment of the Contract Price and any other payments under the Contract shall be made in Pak. Rupees.

5. Prices (GCC Clause 9)

GCC 9.1—The Service Provider shall receive a fixed consideration equal to the Contract Price from the Urban Unit for the provision of all the Services under the Contract during the entire term of the Contract. The Contact Price shall be the sole consideration of the Service Provider for the Services. The Contract Price shall be fixed and shall not be adjusted.

6. Liquidated Damages (GCC Clause 15)

1. GCC 15.1—Applicable liquidated damages rate: The Service Provider shall provide Services according to the needs and requirements of the Client and in case the quality of Services rendered by the Service Provider is not as per the contractual obligations or non-compliance of the conditions specified in sub-clauses below, a warning letter will be issued along with a deduction of 15% from the invoice on first warning letter, 30% will be deducted on second warning letter and on third time, the contract will be terminated and performance security will be forfeited.

7. 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 the PPRA Rules 2014, in the case of a dispute between the Procuring Agency and the Service Provider, the dispute shall be referred for arbitration by a sole arbitrator in accordance with the Arbitration Act 1940. The place and venue of arbitration shall be Lahore and the language of arbitration shall be English.

8. Governing Language (GCC Clause 21)

GCC 21.1—The Governing Language shall be: English

9. 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).

10. Notices (GCC Clause 23)

GCC 23.1—Procuring Agency's address for notice purposes:
Urban Unit,
Office 503, Shaheen Complex,
Egerton road, Lahore

—Service Provider's address for notice purposes:

Section-VII. Schedule of Requirements/Work Plan/ Deputation Plan

Please refer to Section - III

Section-VIII: Sample Forms

8.1 Bid Form

Date: _____

To: The Chief Executive Officer
Urban Sector Planning and Management Services Unit (Pvt.) Ltd.
Office 503, 5th Floor, Shaheen Complex, Egerton Road, Lahore

Dear Sir:

Having examined the Bidding documents including Addenda Nos. _____*[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, 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, undertake that:

(a) if our Bid is accepted
we will obtain the guarantee of a bank or such other security as may be approved by the Procuring Agency in a sum as indicated in BDS Clause 15 of this bidding document for the due performance of the Contract, in the form prescribed by the Procuring Agency.

(b) we agree to a bid by this Bid for a period of 120 days from the date fixed to Bid opening under Clause 2.3.7 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.

(c) until a formal Contract is prepared and executed *(if required)*, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

The Composition of our Bid is**:**

a) Complete bidding document signed and stamped by the bidder

b) all the forms relevant to the technical and financial bids (clearly indicated on each form)

c) All the required documents establishing eligibility of bidders/goods shall be made part of the bid.

d) Any other document required by the procuring agency not inconsistent with the PPRA Rules 2014.

e) Copy of bid security form along with copy of financial instruments - _____ *[i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO)]* valid for 06 months, beyond the validity of Bid in the manner as prescribed on the bid security form **8.10**.

f) Original Bid form (as per **form 8.1 of** Bidding documents) duly signed and stamped.Price schedule / financial form (as per form 8.9) duly signed and stamped.

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]*

Duly authorized to sign Bid for and on behalf of _____

3.2 Bidder's JV Members Information Form

(Not Applicable)

8.3. Bidder Profile Form

Sr.#	Particulars
1.	Name of the company:
2.	**Registered Office:**
Address:	
Office Telephone Number:	
Fax Number:	
3.	**Contact Person:**
Name:	
Personal Telephone Number:	
Email Address:	
4.	**Local office if any:**
Address:	
Office Telephone Number:	
Fax Number:	
5.	**Registration Details:**

8.4. General Information Form

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			**Sales Tax Registration No**	
PRA Tax No.				
No. of Employees			**Company's Date of**	
			Formation	

*Please attach copies of NTN, GST/PRA Registration

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

8.5. Affidavit

[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]

Name: _____ *(Bidder)*

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 Urban Sector Planning and Management Services Unit (Private) Limited 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 the Urban Sector Planning and Management Services Unit (Private) Limited. 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/ Supplier]* undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the Bidder

Title of Officer: _____

Name of Company: _____

Date: _____

8.6. Performance Guarantee Form
(Draft Format)

To,

The Chief Executive Officer
Urban Sector Planning and Management Services Unit (Pvt.) Ltd.
Office 503, 5th Floor, Shaheen Complex, Egerton Road, Lahore

WHEREAS (Name of the Contractor/ Supplier/Service Provider) _____ ___(hereinafter called "the Contractor") has undertaken, in pursuance of **"**Invitation To Bid For The **"Contract for _____"** (hereinafter called "the Contract") to provide services to Urban Sector Planning and Management Services Unit (Pvt.) Ltd.

AND WHEREAS it has been stipulated by the Urban Sector in the Contract that the Contractor shall furnish with the Urban Sector a bank guarantee (the "Guarantee") from 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 Guarantee to the Urban Unit on behalf of the Contractor;

THEREFORE WE hereby affirm irrevocably that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. _____(Amount of the guarantee in words and figures), and we undertake unconditionally and without recourse to the Contractor to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument or confirmation from the Contractor, 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.
This guarantee is valid until _____ day of _____, 20__, or _____ [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]
Signature_____

Name_____

Title _____

Address_____

Seal_____

Date_____

8.7. Technical Bid Form

INFORMATION ABOUT VEHICLES TO BE PROVIDED

Sr. #	Make	Model	Minimum Engine Capacity	Approx. No. of Vehicles
1	Sedan	2019 or recent	1150 CC or above	30
2	SUV (4x4) (Vigo, Prado or equivalent)	2015 or recent	2800 CC or above	5
3	Suzuki Cultus or equivalent	2019 or recent	990 CC or above	5
4	Toyota Hi roof or equivalent	2018 or recent	2000 CC or above	5
5	Toyota Coaster (29 seater) or equivalent	2018 or recent	3500 CC or above	2
6	Bus or equivalent (52 seater)	-do-		1
7	Mini Truck	-do-		5
8	Primover	-do-		1

NOTE: Vehicle(s) are required throughout Pakistan, covering all districts and cities.

8.8. Contract Form

This Services Contract ("Contract") is made and executed on this **_____ 2024** by and between:

1. M/s. Urban Sector Planning and Management Services Unit (Private) Limited, a company duly incorporated under the Companies, 2017 (the defunct Companies Ordinance, 1984) and operating under the Companies Act, 2017, having its registered office at 503, 5th Floor, Shaheen Complex, Egerton Road, Lahore (hereinafter referred to as the "Client" or the "Urban Unit" which expression, where the context permits, shall include its successors-in-interest and permitted assigns)

and

2._____, a general service provider having its registered office at _____ (hereinafter referred to as the **"Service Provider"** which expression, where the context permits, shall include its successors-in- interest and permitted assigns)

(The Urban Unit and the Service Provider shall hereinafter collectively be referred to as the "Parties" and individually as a "Party").

WHEREAS

(1) The Urban Unit is a public sector company wholly owned by the Government of Punjab. It is engaged in providing policy advice and services to public and private sector organization in the areas that include, inter alia, housing and urban planning, spatial planning, urban transport, solid waste management, water & sanitation, urban economic & municipal finance, institutional development, capacity building and service delivery improvement using its highly reliable GIS based analytics. The Urban Unit also provides considerable consultation and support in communication, branding, marketing and stakeholder engagement where and when required.

(2) The Service Provider is engaged in _____.

(3) The Urban Unit invited bids on _____under single stage two envelope mode for procuring services in terms of the bidding documents (the "Bidding Documents") for the Framework Contract for _____ (Procurement Reference No. _____) (the "Framework Contract") as per the requirements of the Punjab Procurement Regulatory Authority Act 2009 and the Punjab Procurement Rules 2014 (the "PPRA Laws").

(4) The Service Provider participated in the bidding process for the Framework Contract and submitted its bid dated _____ (the "Bid") and was declared as the successful bidder by the Urban Unit and, consequently, the Framework Contract was awarded to the Service Provider on _____ for the supply of the services to the Urban Unit as per the terms of the Bidding Documents and the Bid submitted by the Service Provider.
NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Effective Date and Term

(1) This Agreement shall take effect from _____ and shall remain in force for a period of one (1) year till _____ (the "Term") unless terminated earlier by either Party as per Clause 7.

(2) This Agreement may, however, be renewed/extended by the Parties with their mutual consent and upon the same terms and conditions as the original terms subject to compliance with the PPRA Laws.

2. Integral Parts of the Agreement

(1) The following parts and documents of the Bidding Documents shall be deemed to form and be read and construed as an integral part of this Agreement:

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

(b) the Schedule of Requirements;

(c) the Technical Specifications;

(d) the General Conditions of Contract;

(e) the Special Conditions of Contract;

(f) the Procuring Agency's Notification of Award; and.

(g) Complete Bid Document

(collectively the "Integral Documents")

(2) The terms and conditions contained in the Integral Documents are mandatory and the Parties shall be bound by the same in the performance of their obligations under this Agreement.

3. Terms Defined in the Conditions of Contract

All words and expressions used in this Agreement shall have the same meanings as are respectively assigned to them in the General Conditions of Contract and Special Conditions of Contract (collectively the "Conditions of Contract") of the Bidding Documents.

4. Scope of Services

In consideration of the payments to be made by the Urban Unit to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Urban Unit to provide the services (the "Services") in accordance with the provisions of this Agreement and as required under Section III (Scope of Services) and **Section VII (**Schedule of Requirements/Work Plan/ Deputation Plan) of the Bidding Documents.

5. Contract Price

(1) The Contract Price shall be the fixed and sole consideration of the Service Provider for the Services rendered during the Term, which cannot be varied on account of any future increase in the costs of providing the Services.

6. Terms of Payment

(1) The payment of the Contract Price shall be made by the Urban Unit on a monthly basis upon submission of an invoice by the Service Provider for each month subject to satisfactory performance of the Services.

(2) Within thirty (30) days following the receipt of the monthly invoice from the Service Provider, the Urban Unit shall pay the undisputed amounts to the Service Provider.

(3) The Urban Unit may object to all or part of the invoice, provided such objection notice is made in writing within seven (7) days from the date of receipt of the invoice and contains a reasonable detail of the disputed amount(s) in the invoice

(4) The Service Provider shall provide Services according to the needs and requirements of the Client and in case the quality of Services rendered by the Service Provider is not as per the contractual obligations or non-compliance of the conditions specified in sub-clauses below, a warning letter will be issued along with a deduction of 15% from the invoice on first warning letter, 30% will be deducted on second warning letter and on third time, the contract will be terminated and performance security will be forfeited.

7. Termination

(1) This Agreement may be terminated by the either Party:

(a) as per Clause 16 of the Conditions of Contract of the Bidding Documents if the Service Provider commits a default in the provision of the Services or is found to be involved in corrupt practices.

(b) as per Clause 17.5 of the Conditions of Contract of the Bidding Documents in the event the Force Majeure persists for thirty (30) days.

(c) as per Clause 18 of the Conditions of Contract of the Bidding Documents in the event the Service Provider becomes bankrupt or otherwise insolvent.

(d) as per Clause 19 of the Conditions of Contract of the Bidding Documents for its convenience without the need for providing any reasons for the same.

(e) If the contract is terminated by the Client, a notice period of thirty (30) days will be provided to the Service Provider prior to termination. Conversely, if the contract is

terminated by the Service Provider, a notice period of sixty (60) days will be given to the Client prior to termination.

(2) In the event of termination of this Agreement under Clause (1)(a) above, the Urban Unit shall be entitled to encash/forfeit the Performance Guarantee.

8. Force Majeure

Subject to Clause 17 of the Conditions of Contract, the Service Provider shall not be liable for the 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 this Agreement is the result of an event of Force Majeure.

9. Compliance with Labor Laws

(1) The Service Provider shall, in particular, comply with the Employees Old-Age Benefits Act, 1976 (if applicable) and the Provincial Employees Social Security Ordinance, 1965 (if applicable) in respect of its employees providing the Services for the Urban Unit and shall obtain and maintain the necessary health insurance for the said employees during the Term.

10. Dispute Settlement

(1) Any dispute, controversy, difference or claim arising out of or relating to this Agreement, which cannot be amicably settled between the Parties, shall be finally settled by reference to arbitration by a sole arbitrator under the provisions of Arbitration Act, 1940 or any other statutory modification or re-enactment thereof. The arbitrator shall be appointed with mutual consent of the Parties.

(2) The language of arbitration shall be English and the seat of arbitration shall be Lahore.

(3) The award of the Arbitrator shall be final and binding on both the Parties.

11. Governing Law and Jurisdiction

(1) This Agreement shall be governed by and interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab, Pakistan.

(2) This Agreement is executed at Lahore and the Parties have agreed that, subject to Clause 10, the Courts at Lahore shall have exclusive jurisdiction in any and all matters arising out of this Agreement.

12. Notices

(1) Notices shall be sent to the appropriate address of each Party specified below:

The Urban Unit:

Address: 503, 5th Floor, Shaheen Complex, Egerton Road, Lahore
Attention: Mr. Muhammad Omar Masud
Tel: +92 42-99205316-22
Email: uspmu@punjab.gov.pk
procurements@urbanunit.gov.pk,

Service Provider:

Address:
Attention: Mr. [name][designation]
Tel:
Email:

(2) Each Party shall notify the other Party of a change of address at any time.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed on the day and year mentioned above.

_____	_____
For and on Behalf of Urban Unit **Mr. Muhammad Omar Masud** **Chief Executive Officer** **The Urban Unit**	For and on Behalf of Service Provider **Mr. _____[designation]**
WITNESSES:	
Name: _____	Name: _____
Address: _____	Address: _____
CNIC: _____	CNIC: _____

Please seal the following financial proposal in a separate envelope. Ensure that the envelope is properly sealed and labeled with "Financial Proposal"

8.9. Financial Bid Form/Price Schedule

LOT – 1
Rental Vehicle Services
(As per Section-III)
For Lahore on Monthly basis, 1150cc and above Sedan

Sr. #	Make	Model	Rate Rs./Month (inclusive of all taxes)
1	1150cc or above Sedan with driver	2019 or recent	

Financial Bid Form/Price Schedule

LOT – 2
Rental Vehicle Services
(As per Section-III)
For Lahore on daily/weekly/monthly basis, other than LOT – 1.

Sr. #	Make	Model	Rate Rs./Day (inclusive of all taxes)	Rate Rs./Week (inclusive of all taxes)	Rate Rs./Month (inclusive of all taxes)
1	1150cc or above Sedan with driver	2019 or recent			**NOT APPLICABLE**
2	SUV (4x4) (Vigo, Prado or equivalent)	2015 or recent			
3	Suzuki Cultus or equivalent with driver	2019 or recent			
4	Toyota Hi roof or equivalent with driver	2018 or recent			
5	Toyota Coaster (29 seater) or equivalent with driver	2018 or recent			
6	Bus or equivalent with driver	-do-			
7	Mini Truck with driver	-do-			
8	Primover with driver	-do-			

Financial Bid Form/Price Schedule

LOT – 3

Rental Vehicle Services

(As per Section-III) on daily/weekly/monthly basis,

for all Pakistan except Lahore.

Sr. #	Make	Model	Rate Rs./Day (inclusive of all taxes)	Rate Rs./Week (inclusive of all taxes)	Rate Rs./Month (inclusive of all taxes)
1	1150cc or above Sedan with driver	2019 or recent			
2	SUV (4x4) (Vigo, Prado or equivalent)	2015 or recent			
3	Suzuki Cultus or equivalent with driver	2019 or recent			
4	Toyota Hi roof or equivalent with driver	2018 or recent			
5	Toyota Coaster (29 seater) or equivalent with driver	2018 or recent			
6	Bus or equivalent with driver	-do-			
7	Mini Truck with driver	-do-			
8	Primover with driver	-do-			

8.10. Bid Security Form
(Draft Format)

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 services]* (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 irrevocably and unconditionally unto *[name of Procuring Agency]* (hereinafter called "the Procuring Agency") in the sum of Rs. _____ for which payment shall be made to the said Procuring Agency on its demand, without recourse to the Bidder and without any further proof of documents and notwithstanding any objection by the Bidder, subject to the happening of any of the following events:

(1) If the Bidder withdraws its Bid during the period of Bid validity period 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 Guarantee, 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 above two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

_____
[signature of the bank]

Section IX- Check List

The provision of this checklist is essential prerequisite along with submission of bid.

Sr. #	Detail	Responsive	Non-responsive
1	Bid Security of estimated cost of articles / items given by the department. The Bid security must be submitted with proposal. (Section – I)		
2	Copy of active Registration with Income Tax Authorities (National Tax Number NTN)		
3	Copy of active Registration with Punjab Revenue Authority (PRA)		
4	Technical Bid Form (as per **form 8.7** of Bidding documents) of the firm duly signed and stamped.		
5	Bid Form (as per **form 8.1 of** Bidding documents), duly signed and stamped.		
6	Bid Security Form (as per **form 8.10** of Bidding documents), duly signed and stamped.		
7	Performance Guarantee Form (as per **form 8.6** of Bidding documents), duly signed and stamped.		
8	General Information Form (as per **form 8.4** of Bidding documents) of the firm duly signed and stamped.		
9	Affidavit (as per **form 8.5**) on non-judicial Stamp Paper of Rs. 100/- 1. The firm is not currently blacklisted by the Procuring Agency. 2. The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws. 3. Affidavit for correctness of information. Affidavit for correction of information Form (as per **form** of Bidding documents), duly signed and stamped.		
10	Registration of Company / Firm / Sole Proprietor (name of relevant registration entity where the firm is legally registered), copy of CNIC (in case Sole Proprietor).		
11	i. Work order / supply order / purchase order of previous relevant experience. ii. Bidders profile Form (as per **form 8.3** of Bidding documents), duly signed and stamped.		

	iii. All relevant documents as indicated in Section – III and Section – IV. iv. Complete Bidding Document signed and stamped by the bidder shall be submitted with the technical bid.		

Stamp & Signature of Bidder _____