

Bidding Document

Tender No. PCBDDA/PRO/TENDER/2022/07

HIRING OF CAR RENTAL SERVICES ON MONTHLY BASIS (FRAMEWORK CONTRACT)



**PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY
(PCBDDA)**

60-A, Garden Block, Garden Town, Lahore

Tel: 042-99058100

www.cbdpunjab.gov.pk

Important Note

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidence for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Applicability of PCBDDA Procurement Regulations 2021

This Bidding Process will be governed under PCBDDA Procurement Regulations 2021, as amended from time to time and instructions of the Government of the Punjab if and when received.

1. Invitation to Bid

1.1 PCBDDA Procurement Regulations 2021

PCBDDA Procurement Regulations 2021 will be strictly followed. These may be obtained from PCBDDA's Website. <http://cbdpunjab.gov.pk/>.

In this document, unless otherwise mentioned to the contrary, "Regulation" means a Regulation under the PCBDDA Procurement Regulations 2021.

1.2 Mode of Advertisement(s)

As per Regulation 13(2), this Tender is being placed online at PPRA's & PCBDDA's website. The bidding document carrying all details can be downloaded from PCBDDA's website www.cbdpunjab.gov.pk for information only. All prospective bidders are required to submit a tender fee amounting to PKR 5,000/- in the form of Pay Order / Demand Draft in favor of **Lahore Central Business District Development Authority**. The Bidding Document will only be provided to the prospective bidder upon submission of the fees as per the prescribed instrument.

1.3 Type of Open Competitive Bidding

As per Regulation 39(2)(a) of PCBDDA Procurement Regulations 2021, Single Stage – Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as below:

- (i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
- (ii) the envelopes shall be marked as "Financial Proposal" and "Technical Proposal";
- (iii) in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;
- (iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- (v) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publicly at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- (vii) the financial bids found technically non-responsive shall be returned un-opened to the respective bidders
- (viii) Least Cost Method will be used for evaluation of bids.
- (ix) the highest ranked bidder shall be awarded the contract against each lot.

1.4 Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security, as per provisions of this tender document clause "Bid Security" in favor of "**Lahore Central Business District Development Authority**". The complete bids as per required under this tender document, must be delivered at reception of Punjab Central Business District Development Authority, Lahore, not later than **11:00 AM on October 21, 2022**. Late bids shall not be considered. Bids shall be publicly opened in the Committee Room of **Punjab Central Business District**

Development Authority, 60-A, Garden Block, Garden Town, Lahore, at **12:00 PM on October 21, 2022**. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

The bidder shall submit bid which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding **“Determination of Responsiveness of Bid” and “Rejection / Acceptance of the Tender”** for making their bids substantially responsive to the requirements of the Bidding Document.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

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

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

The Contact Person for all correspondence in relation to this bid is as follows:

Primary Contact

Name: Mr. Jawad Ahmad

Designation: Director Procurement

Email: procurement@cbdpunjab.gov.pk

Phone No.: 042-99058100

Address: 60A, Garden Block, Garden Town, Lahore.

Bidders should note that during the period from the receipt of the bid and until further notice from the Contact Person, all queries should be communicated via Contact Person and in writing (e-mail) only.

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

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

2. Definitions

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

2.2 "Authorized Representative" means any representative appointed, from time to time, by

- the Client, the Purchaser or the Contractor.
- 2.3 "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- 2.4 "Client" means the Project lead of technical / concerned wing of the Purchaser for whose particular project the Goods / Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
- 2.5 "Bidder/Tenderer" means the interested Firm/Company/Supplier/Distributors that may provide or provides the general order items etc. and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- 2.6 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 2.7 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 2.8 "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of Contract.
- 2.9 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 2.10 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.
- 2.11 "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 2.12 "Day" means calendar day.
- 2.13 "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, any defects and damages in Goods and Services provided, under the Contract.
- 2.14 "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 2.15 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 2.16 "Prescribed" means prescribed in the Tender Document.
- 2.17 "Purchaser" means the Punjab Central Business District Development Authority (PCBDDA) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 2.18 "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.
- 2.19 "Services" means service and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
- 2.20 "Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.

2.21 “Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan

3. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

4. Notice

4.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:

in writing;

- a) issued within reasonable time;
- b) served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- c) The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

5. Tender Scope

5.1 Punjab Central Business District Development Authority, (PCBDDA), (hereinafter referred to as “the Purchaser”) invites / requests Proposals (hereinafter referred to as “the Tenders”) for HIRING OF CAR RENTAL SERVICES ON MONTHLY BASIS (FRAMEWORK CONTRACT).

5.2 Detailed Scope of Services are attached at **Annexure-A**.

6. Tender Eligibility/Qualification Criteria

6.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who conforms to the mandatory and technical requirements of Clause 22 of the Bidding Document.

7. Tender Cost

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

8. Joint Venture / Consortium

Joint venture / consortium is not eligible for this tender.

9. Examination of the Tender Document

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions.

10. Clarification of the Tender Document

The Tenderer may require further information or clarification of the Tender Document, within 05 (five) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders. Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in

writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

11. Amendment of the Tender Document

- 11.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 11.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per PCBDDA Procurement Regulations 2021.
- 11.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Regulation-29 of PCBDDA Procurement Regulations 2021.

12. Preparation / Submission of Tender

- 12.1 The Tenderer will submit their respective bids in a manner explained in this tender document.
- 12.2 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 12.3 The Tender shall be in two parts i.e. the **technical proposal** and the **financial proposal**.
- 12.4 The **Technical Proposal** shall comprise the following, **without quoting the price**:
 - 12.4.1 Compliance to the Scope of Services of the Tender Document (**Annexure-A**)
 - 12.4.2 Technical Proposal Form (**Annexure-B**)
 - 12.4.3 Submission of **undertaking on legal valid and attested stamp paper** that the firm is **not blacklisted** by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan, Correctness of Information. (**Annexure-G**)
 - 12.4.4 Covering letter duly signed and stamped by authorized representative. (**Annexure-E**)
 - 12.4.5 Valid Registration Certificate for Income Tax & Punjab Sales Tax and status of the Firm / Company on Active Tax Payer List
 - 12.4.6 Power of Attorney, if an authorized representative is appointed (**Annexure-F**)
 - 12.4.7 Copy of Bid Security
- 12.5 The **Financial proposal** shall comprise the following:
 - 12.5.1 Financial Proposal Form (**Annexure-C**)
 - 12.5.2 Price Schedule (**Annexure-D**)
 - 12.5.3 Bid Security as per provisions of the clause Bid Security of this document.
- 12.6 The Tenderer shall seal the Original Technical Proposal/Bid in an envelope duly marked as under:

Original Technical Proposal/Bid for:

Tender Name. [Name of Tender]

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]
[Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]

- 12.7 The Tenderer shall follow the same process for the Financial Proposal/Bid;
12.8 The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Proposal/Bid for:

Tender Name. [Name of Tender]

Strictly Confidential

[Name of the Purchaser]
[Address of the Purchaser]
[Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]

- 12.9 The Tenderer may enclose soft copies of the Technical Proposal and the Financial Proposals, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
12.10 The Tender shall be submitted at the Reception of the Purchaser's office, not later than **11:00 AM** on last date of submission of bids. No late bid shall be accepted.
12.11 This is made obligatory to affix authorized signatures with official seal on all original documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

13. Tender Price

- 13.1 The quoted price shall be:
13.1.1 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
13.1.2 in Pak Rupees;
13.1.3 inclusive of all taxes, duties, levies, insurance, freight, etc.;;
13.1.4 including all charges up to the delivery point at Punjab Central Business District Development Authority, Lahore, as specified by the Purchaser at the time of delivery.
13.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
13.3 Where no prices are entered against any item(s), the price of that item / service shall be deemed be free of charge, and no separate payment shall be made for that item(s).

14. Estimated Cost:

The estimated cost for the said assignment is as per the budget of PCBDDA.

15. Bid Security

- 15.1 The bid security amount has been calculated and demanded on estimated price as per provision of Regulation-27 "Bid Security" of PCBDDA Procurement Regulations 2021, the Tenderer shall furnish the Bid Security as under:

- 13.1.1 for a sum of **PKR 500,000/-**
- 13.1.2 denominated in Pak Rupees;
- 13.1.3 As part of technical bid envelope, failing which will cause rejection of bid.
- 13.1.4 in the form of Demand Draft / Pay Order / Call Deposit Receipt / Bank Guarantee, in the name of the **Lahore Central Business District Development Authority**;
- 13.1.5 have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
- 15.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
- 15.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or
- 15.2.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document; or
- 15.2.4 If the Tenderer, fails or refuses to deliver the required items/goods or fulfill the order placed within the stipulated time period.
- 15.3 The Bid security shall be returned to the unsuccessful Tenderer after completion of Bid Evaluation Criteria. The Bid Security shall be returned to the successful Tenderer after one month after signing of the Contract with successful bidder.
- 16. Tender Validity**
- 16.1 The Tender shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.
- 17. Modification / Withdrawal of the Tender**
- 17.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.
- 18. Opening of the Tender**
- 18.1 Tenders shall be opened at least sixty (60) minutes after closing time of the submission of bids, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation, as per provision of Regulation-(30) of PCBDDA Procurement Regulations 2021. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.
- 18.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 19. Clarification of the Tender**
- 19.1 The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further

information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser.

20. Determination of Responsiveness of the Bid (Tender)

- 20.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
- 20.1.1 meets the eligibility criteria given herein this tender document.
 - 20.1.2 meets the Technical Requirements;
 - 20.1.3 in compliance with the rate and limit of liquidated damages;
 - 20.1.4 offers fixed price quotations for the Services, whereby no optional offer / bid or price is allowed;
 - 20.1.5 is accompanied by the required Bid Security as part of bid envelope against tender only;
 - 20.1.6 The original receipt of tender fee submitted, attached with the bid envelope against tender only;
 - 20.1.7 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;
 - 20.1.8 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Goods / Items / Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.

21. Correction of errors / Amendment of Tender

- 21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- 21.1.1 if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
 - 21.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
 - 21.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 21.4 No credit shall be given for offering delivery period earlier than the specified period.

22. Technical Evaluation Criteria

- 22.1 The firms not fulfilling the Mandatory Criteria shall be considered as non-responsive and will not move forward to the technical evaluation stage.
- 22.2 The Bidders who have duly complied with the Eligibility/Qualification and Technical Evaluation Criteria will be eligible/responsive for further processing.
- 22.3 The Bids, which do not conform, to the Technical Specifications or Bid conditions or Bids from the Bidders without adequate capabilities for supply of Goods /Equipment will be rejected.
- 22.4 The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:
- 22.5 The Company will use “**Least Cost Method**” under Single Stage Two Envelope for. Hiring of Car Rental Services on Monthly Basis under PCBDDA Procurement Regulations 2021. Criteria for Technical and Financial Evaluation are enclosed. Scores will be allocated based on evidence available in the proposal only. The Contract will be awarded to the highest evaluated bidder.

Mandatory Criteria

- Requisite Bid Security with the Technical Proposal.
- Minimum 05 years of existence of firm which shall be calculated from the date of registration of firm from relevant body.
- Valid NTN Certificate.
- GST or PRA Registration
- Affidavit (format attached as Annex - G) on a Stamp Paper worth PKR 100 that the firm is not blacklisted / debarred by any government / semi government autonomous bodies / companies etc., correctness of Information and no pending litigation from last three (03) years.

Technical Evaluation Criteria for the Hiring of Car Rental Services :

Proposals will be evaluated on the basis of:

Sr.	Evaluation Criteria	Scoring Criteria	Total Marks
1	<i>Average Turnover of Min. PKR 30 million for last 03 years (To be calculated from Audited Financial Statements of last 3 years)</i>	Less than 30 million = 00 Marks 30 to 40 million = 10 Marks More than 40 million = 20 Marks	20
2	<i>Work Experience related to Car Rental Services to Private / Corporate and Government / Semi Government Clients (Attach Purchase Order / Performance Certificates / Contracts)</i>	Less than 10 = 05 Marks 10 to 15 = 10 Marks 16 to 20 = 15 Marks 20 to 25 = 20 Marks More than 25 = 30 Marks	30
3	<i>Fleet of Vehicles (Please attach proof of vehicles)</i>	Below 1300 CC = 10 Vehicles 1300 CC Vehicles = 10 Vehicles 1600 CC Vehicles = 10 Vehicles All Cars must be of model 2020 + Proportionate marks will be awarded for vehicles under required numbers.	30

Sr.	Evaluation Criteria	Scoring Criteria	Total Marks
4	<i>No. of Branches</i>	1 to 3 = 05 marks Above 03 = 10 marks	10
5	<i>Registration from SECP</i>	10 Marks	10

Note: Minimum passing marks 65. Firms obtaining less than 65 marks will be technically disqualified. The firm must attach verifiable documents for the above-mentioned technical requirements.

23. Financial Proposal Evaluation

- 23.1 The Financial Proposals of the technically qualified firms will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Responsive/Successful Bidder(s) or their authorized representatives shall be allowed to take part in the Financial Proposal opening.
- 23.2 Financial Proposal evaluation will be conducted under the PCBDDA Procurement Regulations 2021. The bids Prices will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes given by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
- 23.3 Financial Proposals of only Technically Qualified Firm will be opened.
- 23.4 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected. The Purchaser will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Government at any time during execution/evaluation period will be dealt with mutual consent

24. Rejection / Acceptance of the Bid

- 24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser 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. The Purchaser shall incur no liability, solely, by virtue of its invoking sub-Regulation(1) of Regulation-35 of PCBDDA Procurement Regulations 2021 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Regulation-35 of PCBDDA Procurement Regulations 2021).
- 24.2 The Tender shall be rejected if it is:
- 24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-7 & 20; or
- 24.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 24.2.3 bid not submitted against complete Lot and relevant bid security is not submitted;

- 24.2.4 incomplete, partial, conditional, alternative, late; or
- 24.2.5 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 24.2.6 the Tenderer refuses to accept the corrected Total Tender Price; or
- 24.2.7 the Tenderer has conflict of interest with the Purchaser; or
- 24.2.8 the Tenderer tries to influence the Tender evaluation / Contract award; or
- 24.2.9 the Tenderer engages in corrupt practices in competing for the Contract award;
- 24.2.10 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);
- 24.2.11 the Tenderer fails to meet the evaluation criteria requirements (clause-22);
- 24.2.12 the tenderer has been blacklisted by any public or private sector organization;
- 24.2.13 the tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
- 24.2.14 the tenderer has mentioned any financial implication(s) in the proposal that is in contradiction to this document and Government Regulations and regulations.
- 24.2.15 there is any discrepancy between bidding documents and bidder's proposal i.e., any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 24.2.16 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.
- 24.2.17 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- 24.2.18 If the rates quoted by vender are not workable or on higher side etc.

25. Award Criteria

- 25.1 At first step, responsive bidder(s)/tenderer(s) as per clause-22 of this tender document fulfilling the mandatory and technical evaluation criteria will stand technically qualified.
- 25.2 At second step, technically responsive/qualified bidder(s)/tenderer(s) will be evaluated in the light of Financial Proposals and the contract shall be awarded in accordance with designated selection method.

26. Acceptance Letter

- 26.1 The Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports (Ref: Regulation-38 of PCBDDA Procurement Regulations 2021) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

27. Performance Security

- 27.1. The successful Bidder/The Contractor shall furnish Performance Security as under:
 - 27.1.1. within **ten (10) working days of the signing of the Contract**;
 - 27.1.2. in the form of Bank Guarantee / CDR / PO, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document **(Annex I)**;
 - 27.1.3. for an amount of 10% of the total awarded amount;
 - 27.1.4. denominated in Pak Rupees;
 - 27.1.5. have a minimum validity period of one (01) year. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.
- 27.2. The Performance Security shall be payable to the Purchaser, on occurrence of any / all

of the following conditions:

27.2.1. If the Contractor commits a default under the Contract;

27.2.2. If the Contractor fails to fulfil the obligations under the Contract;

27.2.3. If the Contractor violates any of the terms and conditions of the Contract.

27.3. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.

28. Redressal of grievances by the procuring agency

28.1 Purchaser has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

28.2 Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.

28.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

28.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

28.5 Any bidder not satisfied with the decision of the committee of the Purchaser may lodge an appeal in the relevant court of jurisdiction.

29 Forfeiture of Bid Security

29.1 If the bidder withdraws its bid during the completion of procurement process after the deadline of submission of the bids.

29.2 In case of successful bidder, if it fails within the specified time to furnish the necessary performance security for provision of Car Rental Services, after signing the contract and achieve the financial close in case of default or any other reason mentioned in the bidding documents.

Annex – A

SCOPE OF WORK – CAR RENTAL SERVICES ON MONTHLY BASIS

1. The Contractor shall provide vehicles on rent for intercity / intra city travelling on monthly basis along with drivers and self-driven as well.
2. Comprehensive and third-party insurance along with all vehicles are necessary.
3. The drivers must have valid license and dress up in proper uniform. If client is not satisfied with the performance of any driver, then service provider will immediately replace the driver.
4. The vehicle provided under this contract will must be from Model of 2020 to onward with working AC+ Heater.
5. The quantity of vehicles may vary as per requirement of the Client.
6. The Client shall provide the petroleum and car wash of the vehicles hired under this tender / contract.
7. The Vehicles provided under this tender / contract must be on Petrol /Diesel.
8. The Monthly Rental shall include Driver Wages, food, night charges, repair and complete maintenance and all applicable government taxes. PCBDDA will only provide Petrol / Diesel and Toll Tax on the Road
9. The Rental of Vehicle provided under this contract shall remain the same during the currency of this Contract. The Contractor shall not demand for increase in rental during the period of this Contract.
10. The Contractor shall be fully responsible for all payments like E.O.B.I., Social Security, Health Insurance, etc. of their staff/Drivers.
11. The Client will deduct income tax, sales tax and any other applicable taxes, as per prescribed rates of the Government.
12. The Contract may be revoked by the Client at any time in case of unsatisfactory services or failure to perform services after serving prior warning notice and all payments will be withheld by the Client and moreover, the legal action may be initiated against the Contractor.
13. Unsatisfactory services shall include absenteeism without intimation, reckless driving, frequent accidents, mis-behaviour by drivers etc.
14. Drivers shall be responsible to ensure proper hygiene of self and cleanliness of vehicle at all times and shall be followed all measures SOPs of against Covid-19.
15. Driver must maintain proper log book / travel detail and enclose it with the monthly invoice.
16. Drivers must be aware of local routes within the particular duty city.
17. Client (PCBDDA) can use the vehicle(s) within or outside the city. In case of travelling outside city on, PCBDDA will bear driver's food, lodging and roads toll taxes.
18. That the Contractor shall be responsible for the maintenance of all vehicles provided under this Contract.

19. All provided Vehicle(s) shall be insured. In case of theft, snatching, total loss or any accident to the vehicle Selected bidder will be responsible for dealing with the insurance company, police and relevant authorities for documentation, claim settlements, repair and replacement of vehicle and closer of case. Please note Procuring agency will not be responsible in any manner for the damage / loss of vehicle.
20. In case of repair, if the vehicle takes more than one day. The Contractor shall provide alternate similar vehicle on urgent basis without any delay and in this regard no extra charges shall be paid by the Client.
21. The Contractor shall be fully responsible to employ the competent and well-trained drivers for the performance of services under this Contract.
22. During day & night, vehicle(s) will be parked at Punjab Central Business District Development Authority Office Lahore or as per place allocated by the Competent Authority.
23. In case of accident /damage/theft during self-driven vehicles used by PCBDDA Employees, PCBDDA will be liable to pay depreciation for the replaced parts of vehicles. In case of mechanical issue due to technically proven negligence of PCBDDA official, during the self-driven, the entire loss shall be borne by the PCBDDA which were not get covered in Insurance policy.
24. In case of theft, PCBDDA will provide initial FIR and remaining coordination will be done by Service Provider at their own. PCBDDA will pay the rent of the said vehicle for the next three months until the insurance company settle the sum-insured of the vehicle.
25. In case of major accident, PCBDDA will be responsible / liable for the vehicle rent during the workshop period on pro-rata basis on already agreed monthly rates.
26. The PCBDDA officials shall provide the safe parking place to park the vehicles after end of the duty.
27. Duration of contract can be extended for further period of two years on mutual consensus of both parties.
28. The tentative requirements of cars are as following:

Sr. No.	Vehicles	Qty.
1	1300 CC	11
2	1000 CC	5



ANNEXURE-B

FORMS & OTHER REQUIRED DOCUMENTS

TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To

Director Procurement
Punjab Central Business District Development Authority,
60-A, Garden Block, Garden Town,
Lahore, Pakistan

Dear Sir,

We, the undersigned, offer to provide the_ (insert title of assignment) _ in accordance with your Request for Proposal / Tender Document No. **PCBDDA/PRO/TENDER/2022/07** dated _ (insert date) _ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

Our Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e., before the date indicated in _____ of the Proposal Data Sheet.

We also confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

ANNEXURE-C

FINANCIAL PROPOSAL SUBMISSION FORM (PART OF FINANCIAL BID ENVELOPE)

[Location, Date]

To

Director Procurement
Punjab Central Business District Development Authority,
60A, Garden Block, Garden Town,
Lahore, Pakistan

Dear Sir,

We, the undersigned, offer to provide the_ (insert title of assignment) _ in accordance with your Request for Proposal/Tender Document No. _____ dated _ (insert date) _ and our Technical Proposal. Our attached Financial Proposal is for the sum of _ (insert amount in words and figures) _ . This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e., before the date indicated in _____ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Signed

In the Capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

ANNEXURE-D
Price Schedule/ Financial Cost Sheet

Name of Bidder _____

Tender No. _____

Lot No. 1					
Sr. No.	Vehicles	Qty.	Monthly Rate for one vehicle	Monthly for total vehicles	Rate for 12 months of total vehicles
1	1300 CC	11			
2	1000 CC	5			
Total Rate Incl. of All Taxes					

Sign and Stamp of Bidder _____

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

- The rates shall be quoted in PKR.
- All Prices shall be inclusive of all applicable taxes.
- No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.
- The firm must quote rates for all of the heads. Non-provision of rates for any head will be considered "ZERO" and the firm will be liable to provide that service free of cost.
- The payments shall be released within 30 days after submission of invoice in form of arrears for services provided in the preceding month.

Signature of authorized person
Name:
(Company Seal)

ANNEXURE-E
Format for Covering Letter

To

Director Procurement
Punjab Central Business District Development Authority,
60A, Garden Block, Garden Town,
Lahore, Pakistan

Sub: _____.

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of ____ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Authorized Signatures with Official Seal

ANNEXURE-F

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

- a) To be executed by an authorized representative of the bidder.
- b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d) In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Format of Power-of-Authority

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

ANNEXURE-G

(This should be written in the Rs.100 Stamp Paper)

UNDERTAKING

We, the undersigned, hereby offer to provide services required by Punjab Central Business District Development Authority (PCBDDA) in accordance with its Request for Proposal (RFP) due for opening on _____, 2022 for Hiring of Car Rental Services on Monthly Basis.

We are hereby submitting our Bid and we hereby declare that:

- a) All the information and statements made in this Bid/Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed/blacklisted or suspended by any procuring agency of Pakistan or by any regulatory body in Pakistan and has no dispute with any Government Organization.
- c) We, do not have any pending litigation/arbitration/bankruptcy proceeding (other than the litigation declared alongside this form) with any government department/public sector undertaking/ private sector entity/or any other agency for which we have executed/ undertaken the works/services during the last 3 years.

We agree to abide by the terms and conditions of the RFP and in addition to the conditions we also agree to abide by all the special instructions mentioned in RFP. We also hereby categorically confirm that we are fully capable to provide services as laid down in the terms of reference

We fully understand and recognize that PCBDDA is not bound to accept this Bid/Proposal that we shall bear all costs associated with its preparation and submission, and that PCBDDA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature and Stamp [*In full and initials*]: _____

Name, ID Card No. and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

I. WITNESS

Signature: _____

Designation & ID Card No. _____

ANNEXURE-H

BID SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Hiring of Car Rental Services on monthly basis, Tender No. **PCBDDA/PRO/TENDER/2022/07**, hereinafter called "the Tender") to the Punjab Central Business District Development Authority (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures _____) (in words _____).

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

Therefore, the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until furnishing of the, whichever is later.

Date this _____ day of 2022_____.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

ANNEXURE-I

PERFORMANCE SECURITY

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgement Date: (Must be one month later than the expiry date)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender Name. _____, Tender No. _____ (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within ten (10) days of the signing of the contract from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs. _____ (10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____)

_____ and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfil any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, **whichever is later.**

Date this _____ day of 20_____.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____