



BIDDING DOCUMENT FOR RUDA
Government of the Punjab



HIRING OF MACHINERY ON MONTHLY RENTAL
BASIS

TENDER NO: RUDA/D&BC/Adm App/01/007

RAVI URBAN DEVELOPMENT AUTHORITY
Government of the Punjab

151 Abu Bakar Block, Garden Town Lahore, Pakistan

TEL: +92-42-99333531-6

<http://www.ruda.gov.pk>

APRIL 2024



DISCLAIMER

This bidding document has been prepared and is being floated under RUDA procurement regulations 2022 amended, for inviting bids **“For hiring of Machinery on Monthly Rental Basis”** for Ravi Urban Development Authority (RUDA).

2. The bidding document information, evaluation, criteria and draft contract shall be used for selection of most responsive bidder. RUDA employees, personnel, agents, consultants, advisors, and bidders etc. shall not be liable to reimburse or compensate the recipient of the document and prospective bidder participating in the bidding process for costs, fees, damages or expenses incurred by the recipient of the document or the prospective bidder in evaluating or acting upon this document or otherwise in connection with the assignment as contemplated herein after.
3. The submission of bids by the prospective bidder shall be deemed to be upon full comprehension and agreement if any or all terms of the document and such solicitations shall be deemed as an acceptance to all the terms and conditions stated in this document.
4. Bids submitted by prospective bidder in response to the Invitation to Bid (ITB) shall be construed to be based on full understanding and comprehension of each clause of the document after due diligence and carefully verifying and examining the information, data, criteria, terms and conditions mentioned in the document. Mere obtaining the document and participation in the bidding process shall neither constitute a solicitation to invest nor termed as a guarantee or commitment of any manner on the part of Ravi Urban Development Authority (RUDA) that the contract shall be awarded. RUDA reserves the rights in its full discretion to modify the document or the assignment at any time prior to the award of contract and shall not be liable to reimburse or compensate the bidders for any cost, taxes, expense or damage incurred by the bidders during their participation in the bids.
5. RUDA in terms of Rule 37 of RUDA Procurement Regulations 2022 amended reserves the right in its full discretion to revoke the bidding process and reject all the bids or proposals at any time prior to the acceptance of a bid or proposal and shall incur no liability solely by virtue of its invoking ibid rule towards the bidders.
6. Mere submission of bids does not generate or create right of the bidders to selection.



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The bidders are expected to go through the bidding document and all instruction forms, terms, specification and chart / drawings and precisely comprehend it fully and furnish all information required by bidding documents along with supporting documents if any while submitting the bid. Failure to furnish the required information or documents shall make the bid non-responsive which may lead to its rejection.

In case of any quandary or clarification about the instructions / provisions hereinafter referred in the bidding document the procuring agency can be contacted for resolution of the issue but all such clarification shall be entertained which are received one week prior to last date of bid submission.



1. INVITATION TO BIDDERS

Ravi Urban Development Authority (hereinafter referred as Procuring Agency) Government of the Punjab intends for the **(Hiring of Machinery on Monthly Rental Basis)** hereinafter referred as **“the services”**.

According to the contract duties outlined below in the bidding document, the successful bidder shall be obligated to deliver the Services to RUDA within a specific timeframe.

Bidding is open to interested businesses that are registered with the income tax and sales tax departments.

PART – I

2. INSTRUCTIONS TO BIDDERS

2.1. Scope

Ravi Urban Development Authority, (RUDA), (hereinafter referred to as “the Procuring agency”) invites tender (hereinafter referred to as “the Tenders”) for supply of rented machinery (hereinafter referred to as “the Services”).

The machinery is intended for use by the Ravi Urban Development Authority in Lahore, or at any location specified by RUDA. The Technical Specifications document provides comprehensive details about the requirements and specifications.

2.2. Eligibility Criteria

Eligible Bidder/Tenderer is a Bidder/Tenderer who:

- has a registered/incorporated company/firm in Pakistan with relevant business experience of last one (1) year;
- Must be registered with Tax Authorities as per prevailing tax rules (Only those firms / companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);
- has valid Registration of General Sales Tax (GST) / Punjab Services Tax (PST) & National Tax Number (NTN) and must be included in Active Tax Payer List;
- has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory) for tender;
- has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.
- Conforms to the clause of “Responsiveness of Bid” given herein this tender document.



2.3. Operating Laws / Rules

RUDA Procurement Regulations 2022 (amended) shall be the Operative Law which shall be strictly followed and can be downloaded from RUDA website:

<https://ruda.gov.pk/legal-framework>

2.4. Publication Mode

RUDA website and Print media: As per regulation 12(2), this tender is being placed online at RUDA's website as well as being advertised in print media.

The prospective bidders can download the Tender from RUDA's website (<http://www.ruda.gov.pk>).

2.5. Cost of Bidding Document

The prospective bidder may obtain the bidding document from the Procurement Wing of **Ravi Urban Development Authority (RUDA)**, 151 Abu Bakar, Block Garden Town, Lahore, on deposit of **Rs. 5,000/-** (Non-refundable being the tender Cost) in the form of **Pay Order/Demand draft** and in favour of **Ravi Urban Development Authority** on any working day (Monday to Friday) during office hours or may download the same from RUDA's website; however, such document shall only be accepted when the pay order/demand draft of **Rs. 5000/-** is attached with the bidding document.

2.6. Bidding Procedure

Single Stage – Two Envelope Bidding Procedure as stipulated under Rule 41(2)(b) of RUDA Procurement Regulations 2022 (amended) shall be applied.

- (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; and
(viii) the lowest evaluated bidder shall be awarded the contract.

2.7. Opening of the Bid

a) Submission and Opening of Bid:

The last date for submission of bid shall be **May 07, 2024 by 11:00 AM.**

- b) All bids submitted shall be opened after one hour of the submission time on the submission date and venue.

NOTE:

- RUDA shall not be responsible for any cost or expense incurred by a bidder in connection with the preparation or delivery of bid.
- Incomplete and overwritten bids will be rejected forthwith.
- RUDA in terms of Rule 37 of RUDA Procurement Regulations 2022 amended reserves the right in its full discretion to revoke the bidding process and reject all the bids or proposals at any time prior to the acceptance of a bid.
- In case of official holiday or any local holiday falling on last submission date the next working day will automatically be the last date of submission and opening of the bid.

2.8. Assurance

The successful bidder shall be required to submit performance guarantee amounting to **5%** of the contract value in the form of CDR issued by any scheduled bank of Pakistan in favour of Ravi Urban Development Authority.

BIDDING DOCUMENTS

2.9. Contents of Bidding Document

The required bidding procedures involved and contract terms and conditions are prescribed in the bidding documents. In addition to the invitation of bids, the bidding documents include:

- a) Instructions to bidders
- b) Evaluation Criteria
- c) Technical Requirements
- d) Bidding Forms
- e) Contract Forms
- f) Conditions of Contract

The bidder is required to examine all instructions, forms, terms and requirements stipulated in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding documents in any respects may result in rejection of the bid.



2.10. Clarification of Bidding Document

The prospective bidders requiring any further information or clarification regarding the bidding document may contact the RUDA designated officer in writing or by visiting at the following address:

**DEPUTY DIRECTOR PROCUREMENT
RAVI URBAN DEVELOPMENT AUTHORITY
151 ABU BAKAR BLOCK, GARDEN TOWN, LAHORE
TEL: +92-42-99333531-6
E-mail: haroon.rauf@ruda.gov.pk**

NOTE:

- All those requests for seeking information / clarification pertaining to the aforementioned procurement process / bidding documents which are received at least 07 days prior to the deadline for the submission of the bid shall be responded.

2.11. Amendment in Bidding Documents

- a) At any time prior to the deadline for submission of bid, RUDA, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, may modify the bidding document through amendment.
- b) The amendment made shall be part of the bidding document and shall be made available for information of all the prospective bidders in a timely and on equal opportunity basis in a manner similar to that of the original advertisement through addendum / corrigendum.
- c) In order to afford the prospective bidder reasonable time in which to take the amendment into account in preparing its bid, RUDA may, at its discretion, extend the deadline for the submission of bid.

BID PREPARATION

2.12. Language of Bid

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Client shall be written in the English language. Any printed literature furnished by the bidder if written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

2.13. Documents Comprising the Bid

The evaluation of bid submitted shall be inclusive of, but not limited to, the following documents:

a. Bid Form

The bidder shall complete the bid form in accordance with **clause 2.14.**

b. Price Schedule



The bidder shall complete the stipulated price schedule provided in the bidding documents for one or all the services as mentioned therein in accordance with **clauses 2.15 & 2.16.**

c. Bid Security

The bidder shall furnish the bid security in accordance with clause **2.17.**

2.14. Bid Form

The bidder shall complete the bid form duly signed by the authorized personal along with the stamp of the bidder's organization and all the schedules provided in the bidding documents.

2.15. Bid Prices

- a) The bidder shall complete the schedule for all or any one of the services on which he or it intends to quote rate as per the instructions contained in this document.
- b) Prices quoted in the price schedule for the services intended to be provided shall be entered in the following manner:
 - i. The price of the services quoted will be for inter-city and intra-city inclusive of applicable taxes.
 - ii. Bidder shall quote rate for one or more services in (schedules) and shall right nil against services not quoted.
 - iii. The blank or partially / conditionally filled document of any service shall be considered non-competitive for the specific service.
 - iv. The price is to be submitted in Pak Rupee (PKR) only and shall be inclusive of all state taxes (Federal / Provincial). Any price quoted inadvertently not including any of the state taxes shall be deemed to have included all the taxes. The onus of non-inclusion of any of the state taxes shall fall on the bidder.
- c) Prices quoted by the bidder shall remain fixed and operative/valid until completion of the contract, and will not be subject to variation or modification on account of escalation or change in the state taxes.

2.16. Bid Currencies

Prices shall be quoted in Pak Rupee (PKR).

2.17. Bid Security

- a) Pursuant to clause **2.13(c)**, the bidder shall furnish as part of its bid, a bid security equal to **PKR 220,000/-** in the form of CDR/Pay Order issued by any scheduled bank of Pakistan having validity of 90 days, in favor of Ravi Urban Development Authority.
- b) All unsuccessful bidder's bid security will be released and returned after award of the contract.
- c) The successful bidder security will be returned after the receipt of performance



guarantee prior to the execution of the contract.

d) The bid security maybe forfeited:

- i. If the bidder withdraws its bid during the period of bid validity specified in the bidding documents.
- ii. if the bidder fails:
 - To furnish the performance security within the specified time.
 - To sign the contract in accordance with **clause 2.32**.

2.18. Bid Validity

- a) The bid shall remain valid for **90 days** from the closing date of bid submission as stipulated in the bidding document.
- b) Notwithstanding **clause 2.18(a)** above, RUDA may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing on either side in any communication medium. If the bidder agrees to the extension request, the validity of the bid security under **clause 2.17(a)** shall also be extended accordingly. The bidder may refuse the request, in that case forfeiture of bid security shall not be affected and the bidder will not be required or permitted to modify its bid.

2.19. Format and Signing of Bid

- a) The Bidder shall be required to submit duly filled and signed original bidding documents.
- b) Only prescribed bid forms shall be used and not to be retyped. The original bid shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder. Such authorization shall be supported by written power of attorney accompanying the bid. All pages of the bid where entries and amendments have been made shall be initialed by the authorized person signing the bid. The prices quoted in numbers shall also be given in words and in case of any dispute the prices quoted in words shall be preferred.
- c) The bid shall contain no interlineation, erases or overwriting except as necessary to correct errors made by the bidders, in which case such corrections shall be initialed by the bidder or authorized person signing the bid.

2.20. Sealing and Marking of Bid

- a) The bidder shall seal his technical bid in a separate envelope clearly and legibly marked as **Technical Bid**.
- b) The Financial Bid similarly shall be sealed in a separate envelope clearly and legibly marked as **Financial Bid** with a caution not to be opened before the Technical Bid is opened.
- c) Both the sealed envelopes (Technical / Financial) shall be sealed in another envelope clearly and legibly marked as **bids for provision machinery on monthly rental basis for Ravi Urban Development Authority (RUDA)**.
- d) The sealed envelope shall be submitted on the following address and shall only be



accepted on production of copy of CDR amounting to **PKR 220,000/-** on account of bid security:

**RAVI URBAN DEVELOPMENT AUTHORITY
151 ABU BAKAR BLOCK, GARDEN TOWN, LAHORE**

- e) The main envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case of delayed submission.
- f) Bids sent electronically shall not be entertained.

2.21. Deadline for Submission of Bids

- a) The original bid must be received by RUDA authorized officer / employee at the time specified in **clause 2.7** above.
- b) RUDA may at its discretion, extend the deadline for the submission of its bid by amending the bidding document in accordance with the **clause 2.11** in which case all rights and obligations of RUDA and bidders subject to previous deadline will thereafter be subject to the deadline as extended.

2.22. Delayed Bid

The bids received by RUDA after prescribed date and time shall be rejected forthwith and returned to bidder unopened however any bid received after the closing time but prior to opening of the bids shall to the entire discretion of the Procuring Officer will be accepted or rejected.

2.23. Modification and Withdrawal of Bid

- a) The bidder may modify or withdraw its bid after submission of the bid through a written notice for modification or withdrawal and the same is received by RUDA prior to the last date of submission of bid.
- b) No bidder shall be allowed to alter or modify the bid after the closing date for the submission of the bid.
- c) A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in vogue at the time of issuance of notice for invitation of bid.

OPENING AND EVALUATION OF BIDS

2.24. Opening of Bid

- a) The bid shall be opened, on the same date one hour after the bid submission closing time in the presence of bidders or their representatives who choose to be present at the time and date specified in **clause 2.7(a)**, in the office of RUDA at the address given in **clause 2.20(d)**. The bidders or their representatives present at the occasion shall be required to mark their attendance as evidence to bear witness to the bid proceedings.
- b) The bidders name shall be announced and only technical bid on the bid opening



date shall be opened. RUDA at its convenience may announce the result of technical bid on the same day or appropriate time shall be announced for declaring the result of technical evaluation. The financial bid shall also be opened on the day when the result of technical evaluation shall be announced. Only those financial bids shall be opened which qualify and emerge responsive technically. All financial bids of bidders which do not technically emerge responsive shall be returned unopened.

- c) The collective result of technical and financial responsiveness of the bids shall form the grading of the bidder as first lowest, second lowest etc.

2.25. Clarification of Bids

To assist in the examination, evaluation and comparison of bid, RUDA may at its discretion ask the bidder for clarification of its bid. All responses to such requests shall be in writing and no change in the price or substance of the bid shall be allowed.

2.26. Determination of Responsiveness of Bid

- 1) Prior to carrying out detailed evaluation and scrutiny of the bid, all bids shall be examined to determine the substantial responsiveness of the bid to the prerequisites mentioned in the bidding documents. A substantially responsive bid shall be the one which:
 - a. Meets the eligibility criteria specified in **clause 2.2**.
 - b. Has been properly signed on the bid form.
 - c. Is accompanied by the required securities and such securities are valid covering the required period.
 - d. The technical requirements should meet the major technical criteria as specified in technical specifications / technical bid form of this document.
 - e. Fixed price i.e., the bid does not offer a scalable price quotation.
 - f. Is otherwise complete and generally in order.
 - g. Conforms to all the terms, conditions and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one that:
 - i. Affects any substantial change in scope, quality or performance of the services or
 - ii. Limits in any substantial way, inconsistent with the requirement of the bidding document, the client rights or the bidder's obligation under the contract.
- 2) The bidder's responsiveness shall be based on the contents of the bids itself without recourse to extrinsic evidence.
- 3) The bid determined as not substantially responsive shall be rejected by RUDA and shall not be allowed to be made responsive subsequently by the bidder by correction, modification or withdrawal of the nonconforming deviation or reservation.
- 4) RUDA possesses the right to waive any minor infirmity / non-conformity / irregularity in the bid.



2.27. Evaluation and Comparison of Bid

RUDA in terms of **clause 2.26** will evaluate and compare the bids previously determined to be substantially responsive.

2.28. RUDA's Right to Accept or Reject the Bid

RUDA in terms of Rule 37 of RUDA Procurement Regulations, 2022 amended reserves the right to reject all the bids and annul the bidding process at any stage of bidding process prior to the award of the contract without thereby incurring any liability to the bidder or any obligation to inform the bidder(s) as to justification for such rejection.

AWARD OF CONTRACT

2.29. Post-qualification and Award Criteria

- a) RUDA will determine at its satisfaction whether the bidder has offered the services at reasonable prices consistent with the current prevailing market prices and is qualified to satisfactorily perform the contract.
- b) An affirmative determination will be prerequisite for award of the contract to the bidder. Any negative determination will result in the rejection of the bidder's bid. RUDA will award the contract to the bidder if its bid has been determined to be substantively responsive to the bidding documents and consistent with the current market prevailing prices as determined by RUDA provided further the bidder is determined to be qualified to satisfactorily perform the contract.

2.30. Right to Vary Quantities after Award of Work

RUDA reserves the right to increase or decrease the quantum of the services to be procured as per requirement during the contract period without any change in unit price or other terms and conditions.

2.31. Notification of Contract Award

- a) Prior to the expiration of the period of bid validity, RUDA will notify the bidder in writing by registered letter that its bid has been accepted. Such correspondence shall be termed as **LETTER OF ACCEPTANCE**.
- b) The notification of award of contract shall constitute the formation of contract until the contract has been affected.

2.32. Signing of Contract

- a) After the acceptance of performance security by RUDA, the successful bidder shall be sent a formal agreement format (already provided in the bid document) incorporating all the terms and conditions therein.
- b) Within 03 days of receipt of such formal agreement signing call, the bidder / service provider shall be required to sign the same and return it to RUDA.



2.33. Performance Security

Upon receipt of letter of acceptance from RUDA, the successful bidder shall be required to deposit **5%** of the contract value as **performance security** in the form of CDR issued by any scheduled bank of Pakistan in favour of Ravi Urban Development Authority.

2.34. Income Tax, General Sales Tax and Services Tax

RUDA may carry out verification to confirm the veracity of declaration of the bidder of being registered with Income Tax, Sales Tax Departments and Punjab Revenue Authority.

2.35. Blacklisting

- a) If the bidder fails / delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract, RUDA may in terms of Rule 21/22 of RUDA Procurement Regulations 2022 amended, at any time, without prejudice to any other right of action / remedy, blacklist the bidder, either indefinitely or for a stated period, for future participation in procurement processes in public sector.
- b) If the bidder is found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, RUDA may in terms of Rule 21/22 of RUDA Procurement Regulations 2022 amended, at any time, without prejudice to any other right of action / remedy, blacklist the bidder, either indefinitely or for a stated period, for future participation in procurement processes in public sector besides RUDA may simultaneously get a case register against the bidder under section 420,468,469 of PPC Act 1860.

2.36. Forfeiture of Performance Security

If the bidder fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract, RUDA may, without prejudice to any other right of action / remedy may forfeit Performance Security of the Bidder. Failure to supply required services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

2.37. Termination for Default

- a) If the contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract, RUDA may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served upon the contractor with a copy to the Client, indicating the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the contractor. Provided, that, if the procuring agency condition the termination with



some timeline to remove the default, the termination shall automatically start activated without any notice on or after expiry of such timeline.

- b) If RUDA terminates the Contract for default, in whole or in part, RUDA may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the contractor shall be liable to RUDA for any excess costs for such similar Services / Works. However, the contractor shall continue performance of the Contract to the extent not terminated in case of part termination.
- c) If the contractor becomes bankrupt or otherwise insolvent, RUDA may, at any time, without prejudice to any other right of action / remedy may have, by written notice served upon the contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the contractor.
- d) RUDA may, at any time, by written notice served upon the contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the contractor.

2.38. Force Majeure

- a) The contractor shall not be liable for Liquidated Damages (LD), forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent its failure / delay in performance / discharge of obligations under the Contract whatever the status be, is the result of an event of Force Majeure.
- b) If a Force Majeure situation arises, the Bidder shall, by written notice served to RUDA, indicate such condition and the cause thereof. Unless otherwise directed by RUDA in writing, the contractor shall continue to perform 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.

2.39. Dispute Resolution

RUDA and the bidder shall make every effort to amicably resolve, by direct informal negotiation, any dis-agreement or dispute arising between them under or in connection with the Contract. In case of failure, the decision of Chief Executive Officer RUDA shall be final and binding on both the parties.

2.40. Statutes and Regulations

- a) The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- b) The contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Federal, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep RUDA indemnified against all penalties and liability of any kind for breach of any of the same.
- c) Subject to Section 56(d) of Specific Relief Act 1877, The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of



any kind arising out of or in connection with the Contract.

2.41. Taxes and Duties

The Bidder shall be entirely responsible for all taxes, duties and other such levies imposed, make inquiries on Income Tax / Sales Tax and Services Tax to the concerned authorities of Income Tax, Sales Tax Department, Punjab Revenue Authority Government of Pakistan and Government of the Punjab, whatever so applicable.

2.42. Contract Cost

The Bidder shall bear all costs / expenses associated with the preparation of the Contract and RUDA shall in no case be responsible / liable for those costs / expenses.



3. EVALUATION CRITERIA:

TECHNICAL EVALUATION CRITERIA:

Bidders who have met the eligibility/qualification criteria will be considered for further processing. Bids that do not meet the technical requirements, bid conditions, or come from bidders lacking the necessary capabilities to supply machinery will be rejected. Only responsive/qualified bidders will be considered for opening of their financial proposals. The technical proposals will be assessed by the technical evaluation committee based on the following mandatory criteria:

Category	Description	Remarks
Mandatory Compliance	Valid Income Tax Registration with Active status.	Required
	Valid General Sales Tax/Punjab Services Tax Registration with Active status.	Required
	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.	Required
	In full compliance of the Execution Schedule mentioned in tender document by furnishing an undertaking in this regard on Firm's Letter Head .	Required

Note: 1) Verifiable documentary proof for all above mandatory requirements will be pre-requisite for the evaluation of bids of the vendor(s)/bidder(s).

FINANCIAL EVALUATION CRITERIA:

Technically qualified/responsive Bidder(s) shall be called for opening of the Financial Proposal(s) only. The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by RUDA accordingly. The technically Responsive/Successful Bidder(s) or their authorized representatives shall be allowed to take part in the Financial Proposal opening.

Financial Proposal evaluation shall be conducted under RUDA Procurement Regulations, 2022 amended and the bidder quoting lowest cost shall be awarded the contract. The bid Prices will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes given by the Government in favour of RUDA, the service provider shall be bound to adjust the same in the Financial Proposal.

In case of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.



In evaluation of the price of services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

RUDA 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.



4. TECHNICAL SPECIFICATIONS:

DETAIL OF MACINERY REQUIRED ON MONTHLY RENTAL BASIS:

Serial #	Description	Quantity
1	Excavator	01
2	Truck	02
3	Back Hoe	01
4	Jack Hammer	01

OTHER TERMS AND CONDITIONS:

- 1. Responsibility for Machinery Damage:**
 - RUDA shall bear the responsibility for any damage incurred during the operation of the excavator or other machinery.
 - This includes any repairs or replacements necessary due to such damage.
- 2. Casualty and Driver Treatment:**
 - In the unfortunate event of any casualty during machinery operation, RUDA shall take responsibility for the repair of the machinery and the treatment of the driver.
- 3. Presence and Parking:**
 - The excavator and its driver shall remain present in RUDA's designated parking area at all times.
- 4. Fuel Provision:**
 - RUDA will supply the necessary fuel for the operation of the machinery.
- 5. General Maintenance Responsibility:**
 - The owner of the machinery shall be responsible for its general maintenance.
 - Routine upkeep, inspections, and any major/minor repairs fall under the owner's purview.



5. BIDDING FORMS

1. Technical Proposal Submission Form

[Location, Date]

To: Executive Director Procurement
Ravi Urban Development Authority

Dear Sir,

We, the undersigned, offer to provide the (insert title of assignment) in accordance with your Request for Proposal/Tender Document No. (insert number) 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.

We undertake, if our Proposal is accepted, to provide (insert procurement title) related to the assignment.

We also confirm 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 we are aware of the relevant provisions of the Proposal Document.

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

Yours sincerely,

Authorized Signature (Original)
(In full and initials)
Name and Designation of Signatory
Name of Firm
Address



2. Financial Proposal Submission Form

(PART OF FINANCIAL BID ENVELOPE)

To: *[name of the Procuring Agency]*

Dear Sir,

We, the undersigned, offer to provide the (insert title of assignment) in accordance with your Request for Proposal/Tender Document No. (insert number) dated (insert date) and our 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 (insert clause No.) 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.

Yours sincerely,

Authorized Signature (Original)
(In full and initials)
Name and Designation of Signatory
Name of Firm
Address



3. Price Schedules

Serial #	Description	Quantity	Rental Per Month without Driver	Rental Per Month with Driver
1	Excavator	01		
2	Truck	02		
3	Back Hoe	01		
4	Jack Hammer	01		
Total (inclusive of applicable taxes)				

Note:

1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. Prices must be quoted for all items inclusive of all applicable taxes.
3. The Contract duration shall be for the period of one (01) year, starting from the date of issuance of Letter of Award.
4. The company will bear the responsibility for maintenance of the machinery and the driver's wages.
5. Fuel to be used for such machinery is to be utilized as per requirement and will be paid by RUDA as per actual.

Total Cost (in words) Rs. _____

Date _____

Signature of authorized person

Name: (Company Seal)

In the capacity of

Dully authority by

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.



4. FORMAT FOR COVER LETTER

To

(Name and address of Procuring agency)

Sub: _____.

Dear Sir,

- a) Having examined the tender document and Appendices we, the undersigned, in conformity with the said document, offer to provide the said services 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 services comprised 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 Procuring agency), 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



5. FORMAT OF POWER-OF-ATTORNEY

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. / Ms. (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 (name of the Procuring Agency) including signing and submission of all documents and providing information/responses to (name of the Procuring Agency) 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 _____ 24

For _____

(Signature)
(Name, Designation and Address)
Accepted

(Signature)
(Name, Title and Address of the Attorney)
Date:



6. UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:



7. (INTEGRITY PACT)

(To be submitted on legal stamp paper)

We (Name of the bidder / supplier / service provider) being the first duly sworn on oath submit, that Mr. / Ms. (if participating through agent / representative) is the agent / representative duly authorized by (Name of the bidder company), hereinafter called the Contractor to submit the attached bid to the (Name of the Procuring Agency).

Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the (Name of the Procuring Agency) any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

[The Seller/Supplier/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Procuring agency and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[The Seller/Supplier/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Procuring agency.

under any law, contract or other instrument, be voidable at the option of the Procuring agency.

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

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20__

Notary Public



Bid Security Form



The total bid security amounting to Rs _____ (Rs in words)
Rs _____ (only)(fixed) in shape of CDR/Pay Order issued by (Name
of Bank / Branch) _____ is attached in accordance with clause 2.17
of the Instruction to Bidder for the services quoted to be rendered.

Signature of the Bidder



Performance Security Form

To: Executive Director Procurement
Ravi Urban Development Authority

Whereas (Name of the Bidder) _____ herein after called "The Bidder" has undertaken, in pursuance of "Tender Name" of following:

1. (Please insert details) (please insert detail}
(Herein after called "The Contract")

And **whereas** it has been stipulated by RUDA in the contract that the bidder shall furnish to RUDA in CDR issued by a scheduled bank of Pakistan for the sum specified therein as performance security for compliance with the bidder's performance obligations in accordance with the contract; **and whereas** we the Bidder have agreed to provide the guarantee in the shape of performance security therefore we the Bidder hereby affirm and furnish the required performance security in the form of CDR to RUDA on behalf of bidder amounting to Rs. _____ (Amount of guarantee in words and figures). We undertake to allow the RUDA to en-cash the CDR in case of any default on the part of bidder in execution of contractual obligations without RUDA needing to prove or to show grounds or reasons for such encashment.

Office stamp of the Bidder

Signatures _____

Name _____

Title _____

Address _____



Form of Contract Agreement

This agreement made on _____ day of _____ 2024 between Ravi Urban Development Authority Government of the Punjab (Herein after called RUDA) of the one part and _____ of _____ (herein after called Bidder) **NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:**

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the condition of contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, was:
 - (a) The RUDA notification to the bidder of award of contract (Letter of Acceptance);
 - (b) The form of bid and the price schedules submitted by the bidders;
 - (c) The General conditions of contract;
 - (d) The schedule to bid (Other than price schedule);
 - (e) Appendix to bid;
 - (f) Specifications;
 - (g) Drawings if any.

This contract shall take precedence over all other contract documents. In the event of any discrepancy or inconsistency within the contract document, then the documents shall prevail in the order listed above.

In consideration of the payments to be made by RUDA to the bidder as indicated in this agreement, the bidder hereby covenants with RUDA to provide the “**SERVICES**” and to remedy the facts therein conformity in all respects with the provision of the contract.

This contract agreement is for reference only; format, and terms and conditions of finally executed contract agreement are subject to change.

The RUDA covenants to pay the bidder in consideration of the provision of “Satisfactory Services” and remedy the defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed any the bidder.

IN WITNESS the parties hereto have caused this agreement to be executed in accordance with the laws of Pakistan on the day, month and year indicated above.

Signature of the Bidder

Signature of the Authorized person of RUDA

Signed, Sealed and Delivered in the presence of:

Witness

Witness

(Name, Title and Address)

(Name, Title and Address)



PART II

1. General Conditions of Contract

1.1 Definitions	1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings: a) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract; b) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6; c) "Government" means the Government of Pakistan; d) "GCC" means the General Conditions of Contract contained in this section. e) "SCC" means the Special Conditions of Contract. f) "Party" means the RUDA or the Service provider, as the case may be, and "Parties" means both of them; g) "Personnel" means persons hired by the Service provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof; h) RUDA means "As specified in SCC" i) "Service provider" means Service provider operating in Pakistan whose Bid to provide the car rental services has been accepted by RUDA; j) "Service provider's Bid" means the complete Bidding Document submitted by the Service provider to RUDA; k) "The Procuring Agency's Country" is Islamic Republic of Pakistan. l) "Day" means calendar day.
1.2 Applicable Law	The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan.
1.3 Language	This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or facsimile to such Party at the address specified in the SCC.
1.5 Location	The services are to be carried out in Lahore, Pakistan, or at any other location as approved by RUDA.
1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the RUDA or the Service provider may be taken or executed by the officials specified in the SCC.



1.7 Inspection and Audit by RUDA	The Company shall permit, the persons appointed by RUDA to inspect the Offices, Machinery, Materials and/or the accounts and records relating to the performance of the Contract and the submission of the Bid, and to have such accounts and records audited by auditors appointed by RUDA.
1.8 Taxes and Duties	The Company and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.
2.2 Commencement of Services	The Commencement of the Contract Services shall be from the date of signing of contract by both parties.
2.3 Contract Completion Date	Unless terminated earlier pursuant to Sub-Clause 2.6, the Contract shall be valid for the period of one year from the date of signing of the Contract. However, yearly renewal is required on the basis of satisfactory performance of the Company by the Client.
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
2.5 Force Majeure	2.5.1 Definition For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
	2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
	2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.



2.6.1 Termination	RUDA may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.6.1: a) if the Service provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as RUDA may have subsequently approved in writing; b) if the Service provider become insolvent or bankrupt; c) if, as the result of Force Majeure, the Service provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or d) if the Service provider, in the judgment of RUDA has engaged in Fraud and Corruption in competing for or in executing the Contract. Then, RUDA shall terminate the contract immediately and shall take all necessary legal actions as may be required under the situation.
2.6.2 Payment upon Termination	Upon termination of this Contract pursuant to Sub-Clauses 2.6.1, RUDA shall make the following payments to the Service provider: a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination; b) Except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.
3.1 General	The Service provider shall perform the Services in accordance with the descriptions provided at Appendix-A (Scope of Work/TORs) and the Services Provider's Bid to carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to RUDA, and shall at all times support and safeguard RUDA's legitimate interests.
3.2 Conflict of Interests	3.2.1 Service provider Not to Benefit from Commissions and Discounts. The remuneration of the Service provider pursuant to Clause 6 shall constitute the Service provider's sole remuneration in connection with this Contract or the Services, and the Service provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service provider shall use their best efforts to ensure that the



	Personnel and agents of either of them similarly shall not receive any such additional remuneration.
	3.2.2 Service provider and Affiliates Not to be Otherwise Interested in Project The Service provider agree that, during the term of this Contract the Service provider and its affiliates, shall be disqualified for participating in another contract which creates a Conflict-of-Interest situation.
	3.2.3 Prohibition of Conflicting Activities Neither the Service provider nor the Personnel shall engage, either directly or indirectly, in the activities during the term of this Contract, any business or professional activities in Pakistan which would conflict with the activities assigned to them under this Contract;
3.3 Confidentiality	The Service provider and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or RUDA's business or operations without the prior written consent of RUDA.
3.4 Insurance to be Taken Out by the Service provider	The service provider, along with its affiliates, is required to secure and maintain insurance at their own expense. This insurance should cover various risks, including third-party motor vehicle incidents, third-party liability, liabilities of RUDA, workers' compensation, full professional liability, and any loss or damage to equipment and property.
3.5 Service provider's Actions Requiring RUDA's Prior Approval	The Service provider shall obtain RUDA's prior approval in writing before taking any of the following actions: a) entering into a subcontract for the performance of any part of the Services, b) changing the Program of activities; c) Changing any written instructions or the procedures set out in this contract.
3.6 Reporting Obligations	The Service provider shall submit to RUDA the reports and documents if specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.
3.7 Documents Prepared by the Service provider to Be the Property of RUDA	All plans, reports, and other documents submitted by the Service provider in accordance with Sub-Clause 3.6 shall become and remain the property of RUDA, and the Service provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and reports to RUDA, together with a detailed inventory thereof. The Service provider may retain a copy of such documents and reports. Restrictions about the future use of these documents, if any, shall be specified in the SCC.
3.8 Liquidated Damages	The Service provider shall pay liquidated damages to RUDA at the rate per day stated in the SCC for each day beyond the Claim Settlement Period.
	3.8.1 Payments of Liquidated Damages



	The Service provider shall pay liquidated damages to RUDA at the rate per day stated in the SCC for each day beyond the agreed claim settlement period. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The payment of the liquidated damages shall be deducted from the Performance Guarantee of the Service provider or at the clearance of Performance Guarantee. Payment of liquidated damages shall not affect the Service provider's liabilities.
3.9 Performance Security	The Service provider shall provide the Performance Security to RUDA no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and acceptable to RUDA. The details are specified in the SCC.
3.10 Fraud and Corruption	RUDA requires compliance with the Public Procurement Regulatory Authority definition of Corruption and Fraudulent as set forth in Public Procurement Rules, 2004 issued by the Pakistan Procurement Regulatory Authority. RUDA requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
4.1 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service provider, then the Contract Price shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clause 5.2 (a).
4.2 Services and Facilities	RUDA shall make available to the Service provider the Services and Facilities if such are listed under Appendix A (Scope of Services).
5.1 Lump-Sum Remuneration	The Service provider's premium shall not exceed the Contract Price and shall be a fixed lump-sum including all costs, overhead/profits and all applicable indirect taxes incurred by the Service provider in carrying out the Services described in Appendix A.
5.2 Contract Price	(a) The price payable is set forth in the SCC.
5.3 Terms and Conditions of Payment	Payments will be made to the Service provider according to the payment schedule stated in the SCC.
6.1 Identifying Defects	The principle and modalities of Inspection of the Services by RUDA shall be as indicated in the Appendix A (Scope of Services). RUDA shall check the Service provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service provider's responsibilities. RUDA may instruct the Service provider to search for a Defect and to uncover and test any service that RUDA considers may have a Defect.



7.1 Amicable Settlement



The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. In the case of a dispute between RUDA and the Supplier, the dispute shall be addressed and settled in accordance with the Standard Operating Procedures devised by RUDA to this effect besides invoking provision of Public Procurement Rules, 2004 and the relevant laws of the Islamic Republic of Pakistan.



2. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The contract name is “ Hiring of Machinery on Rental basis for RUDA ”
1.1(h)	“Ravi Urban Development Authority Government of Punjab”.
1.1(i)	The Service provider is
1.2	The Applicable Law is: Islamic Republic of Pakistan
1.4	The addresses are: RUDA: 151, Abu Bakar Block, Garden Town Lahore Attention: Tel: +92-42-99333531-6 Service provider: Attention: Telex: Facsimile:
1.6	The Authorized Representatives are: For RUDA: For the Service provider:
2.1	The date on which this Contract shall come into effect is “the date of signing of the contract by both the parties”.
2.2	The Contract Completion Period is one year from the date of signing of the Contract however, yearly renewal is required on the basis of satisfactory performance of the service provider. The Starting Date for the commencement of Services is seven (07) days of issuance of instruction from RUDA.
3.7	The proprietary will rest with RUDA. Both parties will keep the record/data strictly confidential. If a service provider is found involved in malpractice regarding secrecy during the paper making, conducting test, misconduct and damages suffered by the Services Provider, in case of such incident the Service provider will be liable to penalty with heavy cost and forfeiture of the performance guarantee and any other legal action prescribed under law.
3.8.1	The Service provider shall pay liquidated damages to RUDA at the rate defined under the Insurance Ordinance 2000 and such other instructions of the Insurance Regulator in Pakistan per day beyond the claim settlement period. The maximum number of liquidated damages for the whole contract is 10% (percent) of the total Contract Price.
3.9	1) The Service provider shall provide the Performance Security to RUDA not later than the date specified in the Letter of Acceptance. The Service provider shall furnish Performance Guarantee amounting to 5% of the value of the contract/bid in shape of unconditional Bank Guarantee as per the format provided in the bidding document, from any schedule Bank of Pakistan. 2) The Bid Security submitted by the Service provider shall



	be returned to the Service provider upon submission of Performance Guarantee and upon confirmation (in writing) of genuineness of the same from the issuing bank. 3) Failure to provide a Performance Guarantee by the Service provider is a sufficient ground for annulment of the award and forfeiture of Bid Security.
5.2	The Contract Price is:
5.3	Payments shall be made according to the following manner: i. The service provider will bill the quoted monthly amount for a period of one year. This will be done upon submission of an invoice, which will be processed within seven days following the approval of the invoice receipt.
6.1	The principle and modalities of inspection of the Services by RUDA are as specified above.