

TENDER NOTICE FOR RUDA
INVITATION TO BID
FOR HIRING OF CAR RENTAL SERVICES ON MONTHLY
BASIS

Ravi Urban Development Authority (RUDA), invites sealed bids from the eligible bidders for Hiring of Vehicles on Rental basis for the financial year 2020-21 for twelve (12) months, which may be extended on satisfactory performance for further period, as per following details under the Ravi Urban Development Authority Procurement Regulations, 2020:-

Sr. No.	Description of Rental Vehicles	Engine Capacity	Model	Quantity
1.	Toyota Fortuner 4 x 4 (with driver)	2800 CC Car	2015 to 2020	01
2.	Toyota Vigo Double Cabin (with driver)	2800 CC Car	2015 to 2020	04
3.	Toyota Corolla (with driver)	1300 CC Car	2018 to 2020	10
4.	Suzuki (Cults / Wagon R) (with driver)	1000 CC Car	2016 to 2020	02
Total				17

1. Interested eligible bidders can obtain detailed bidding documents, which are available in the office of the undersigned on payment of Rs.1,000/- (nonrefundable) as bidding document fee, after publication of this advertisement till 07.06.2021.
2. Sealed and complete bids in accordance with the requirements of the bidding document along-with 2% of bid security of the estimated cost (available in bidding document) in favour of the Chief Executive Officer, Ravi Urban Development Authority, in the form of Bank Draft / Pay Order / CDR must be submitted by 01:00 PM on 07.06.2021 and shall be opened on same date in the presence of the bidders / their representatives (who choose to attend) at 01:30 PM in the office of the undersigned.
3. Bidding shall be conducted through Single Stage One Envelope bidding procedure under the Ravi Urban Development Authority Procurement Regulations, 2020. The sealed envelope shall be clearly marked with Tender Name for which the proposal is submitted.
4. In an event where the last date for submission of bids be declared a public holiday the due date for submission and opening of bids shall be the next working day at the same appointed timings and venue.
5. The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any bidder, the grounds for its rejection for all bids or proposals but shall not be required to justify those grounds

DEPUTY DIRECTOR (ADMINISTRATION)
Ravi Urban Development Authority (RUDA)
51-N, Gurumangat Road, Gulberg-II, Lahore.
Email: habib.khan@ruda.gov.pk
Mobile No. 0300-3143012

BIDDING DOCUMENT

HIRING OF CAR RENTAL SERVICES ON MONTHLY BASIS

Government of the Punjab

RAVI URBAN DEVELOPMENT AUTHORITY

INVITATION TO BID

FOR HIRING OF CAR RENTAL SERVICES ON MONTHLY BASIS

Ravi Urban Development Authority (RUDA), invites sealed bids from the eligible bidders for Hiring of Vehicles on Rental basis for the financial year 2020-21 for three months which may be extended on satisfactory performance for further period, as per following details under the Ravi Urban Development Authority Procurement Regulations, 2020:-

Sr. No.	Description of Rental Vehicles	Engine Capacity	Model	Quantity
1.	Toyota Fortuner 4 x 4 (with driver)	2800 CC Car	2015 to 2020	01
2.	Toyota Vigo Double Cabin (with driver)	2800 CC Car	2015 to 2020	04
3.	Toyota Corolla (with driver)	1300 CC Car	2018 to 2020	10
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BIDDING DOCUMENT FOR HIRING CAR RENTAL SERVICES SECTION-I

Instructions to Bidders (ITB) General Conditions:

1. Content of Bidding Document

1.1. The hiring of car rental services provider, bidding procedures, contract terms and conditions are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

1. Instructions to Bidders (ITB);
2. Specification of Bids;
3. Preparation of Bids;
4. Contract Forms;
5. General Conditions of Contract (GCC);
6. Special Conditions of Contract (SCC);
7. Technical Evaluation Criteria for Car Rental Services on Monthly Basis;
8. Price Schedule / Financial Bid

1.2. The procuring of car rental services, bidding procedures, contract terms and conditions are prescribed in the bidding documents according to the labour and all federal and provincial prevailing laws. The “Invitation for Bids” may be part of Bidding Documents, as a reference only.

1.3. The bidder / car rental companies are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in all respect shall be at the bidder’s risk and may cause rejection of its bid.

2. Source of Funds

Ravi Urban Development Authority hereinafter referred as RUDA.

3. Bidding Document Price

RUDA on publication of bid shall charge fee price Rs. 1000/- (Non-Refundable) keeping in view the cost of printing and provision of the documents, provide a set of bidding documents to the prospective bidders.

4. Cost of Bidding

The bidder shall bear all expenses associated with the preparation and submission of its bid, and the RUDA shall in no case be responsible or liable for those expenses, regardless of the conduct or outcome of the bidding process.

5. Clarification of Bidding Documents

A prospective bidder requiring any clarification of the bidding documents may notify the RUDA in writing at their address indicated in the Invitation for Bids. The RUDA shall respond in writing to any request for clarification of the bidding documents, which should receive not later than 5 days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective bidders that have received the bidding documents.

6. Discriminatory and Difficult Conditions

6.1 Save as otherwise provided RUDA shall not introduce any condition, which creates discrimination between bidder's / car rental services providers. (As per RUDAPR-34)

6.2 Explanation; In ascertaining the discriminatory or difficult nature of any condition, reference shall be made to the ordinary practices of that car rental services, trade business to which the particular procurement is related.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the RUDA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder / rental car services provider companies may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents shall be notified of the amendment in writing through post, courier, email or any other authentic source of communication and shall be binding on them. All prospective bidders must provide acknowledgement of amendment of bidding document.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.

8. Qualification and Disqualification of Bidders

8.1 In the absence of prequalification, the Procuring Agency shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in clause-43.

8.2 The determination shall take into account the bidder's financial, technical capabilities. It shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder as evaluation criteria as well as such other information as the Procuring Agency deems necessary and appropriate.

8.3 An affirmative determination shall be a pre-requisite for Award of Contract to the bidder. A negative determination shall result in rejection of the bidder's bid.

8.4 The Procuring Agency shall disqualify or blacklist a bidder if it finds, at any time, that the information submitted by him concerning his qualification as car rental services provider was false inaccurate or incomplete, or otherwise to be indulging in corrupt and fraudulent practices as per Rule-21 of Ravi Urban Development Authority Procurement Regulations, 2020.

9. Corrupt or Fraudulent Practices

The RUDA requires that all bidder's / car rental services providers observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the procuring agency:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the procuring agency, and includes collusive practice amongst bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the procuring agency of the benefits of free and open competition;
- b. Shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and may disqualify or blacklist the Bidder / car rental company either indefinitely or for a stated period of time;
- c. Shall reject the bid which is to be awarded a contract or contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in acquiring or executing, a contract.

10. Blacklisting

The Ravi Urban Development Authority Procurement Regulations, 2020 under rule 21 shall be followed.

SECTION-II

PREPARATION OF BIDS FOR HIRING OF CAR RENTAL SERVICES

11. Invitation for Bid

The RUDA invites sealed tenders from the reputed car rental companies under the applicable laws / RUDAPR-2020 for providing of car rental services on monthly basis.

12. Methods of Procurement

Single Stage–One Envelope: procurement procedure of the Ravi Urban Development Authority Procurement Regulations, 2020 will be adopted.

13. Laws to Be Followed

The Ravi Urban Development Authority Act of 2020, and Ravi Urban Development Authority Procurement Regulations, 2020 will be followed for the subject procurement.

14. Mode of Advertisement

This procurement is being advertised on RUDA’s website. The bidding document can be purchased on submission of request on company letter head and can be obtained from the office of the Chief Executive Officer, RUDA during office hours at a price of Rs. 1,000/- per copy (non-refundable) as tender fee. The tender documents can also be downloaded from RUDA’s website <https://ruda.gov.pk>.

15. Contact Details All prospective bidders, for any query, may contact the RUDA through post, courier and e-mail or in person at the following address:

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16. Submission of Bid

16.1 The financial bid form is comprised of monthly Rental Cars. The bid shall comprise a single package containing one envelope. The envelope shall be clearly marked in bold and legible letters.

- a. All Bids shall be evaluated as per attached “Mandatory Criteria” mentioned in Clause-43 and all required valid information and supporting documents must be attached accordingly otherwise no mark will be given against relevant column.
- b. Financial Bids of Eligible bidder will be evaluated on cumulative price.

c. Minor oversight, clerical mistakes; other inconsistencies that do not alter the substances of the financial bid may be corrected by the Procuring Agency. Bids received through Fax or E-mail shall not be accepted.

d. Bids received without bid security / earnest money (5% of estimated cost, mentioned in ITB), incomplete, unsealed, unsigned or unstamped of every page of all bidding documents and submitted other than specified mode may not be considered.

16.2 If more than one FINANCIAL PROPOSAL is received of the same rate than the Procuring Agency may ask only those tenders whose financial offers are same to rebid on the spot to the extent of financial bid.

16.3 The bid must reach on or before the date and time mentioned in the advertisement at the address given therein. Any bid received by Procuring Agency after the deadline prescribed in the advertisement will be rejected and returned. Moreover, delays in the mail or person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by post or courier.

16.4 Upon request, acknowledgment of receipt of bids will be provided to those, making delivery in person or by messenger.

16.5 The RUDA may, at its discretion, extend the deadline for submission of bids by issuing an amendment in which case all rights and obligations of the Procuring Agency and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended. (As per RUDAPR-14)

17. Modification, Substitution and Withdrawal of Bids

i. Any bidder / car rental companies may modify substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice / request of withdrawal are received by the procuring agency prior to two days of the deadline for submission of bids.

ii. The modification, substitution, or notice / request for withdrawal of any bid shall be prepared, sealed, marked and delivered with the envelope additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

iii. No bid shall be modified by a bidder after the deadline for submission of bids.

iv. Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security.

18. Language of the Bid

Bid shall be prepared in English language and be submitted in hard copy form, as described in

this bidding document.

19. Currency of the Bids

All monetary values quoted in the bid shall be in the Pak Rupees.

20. Bid Security

20.1 Prospective bidder's / car rental companies are required to submit Bid Security 5% of the estimated cost within the limits of RUDA Procurement Regulations,2020 along-with tender in shape of Bank Draft / Pay Order / CDR in favour of the Chief Executive Officer, Ravi Urban Development Authority.

20.2 The bid security submitted by the successful bidders shall be released after one-month of satisfactory performance of the services provided.

20.3 The bid security of the unsuccessful bidders shall be retained till the signing of contract or to decide the grievance filed by the bidder or may be returned subject to submitting affidavit on non-judicial paper or company letterhead, that he is satisfied with the proceeding of the procurement and he shall not challenge this process at any forum / Court. (As per rule 39(2)(vii) of RUDAPR-2020)

21. A Bid Security May Be Forfeited

- i. If the bidder withdraws its bid during the completion of procurement process after the deadline of submission of the bids.
- ii. In case of successful bidder, if it fails within the specified time to furnish the necessary performance security for provision of Car Rental Services on Monthly Basis, before sign the contract and achieve the financial close in case of default or any other reason mentioned in the bidding documents. (As per RUDAPR-21)

22. Performance Guarantee

10% of the contract amount.

23. Bid Validity

23.1 Bids shall remain valid for a period of 90 days from the date of submission of the bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

23.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period by communicating reasons for such extension. Such extension shall be for not more than the period equal to the period of the original bid validity. Bidders who, do not agree to an extension of the bid validity period shall be allowed to withdraw their bids. In case the bids have been opened and evaluated even in that case the non-willing bidder shall not be penalized and his bid shall be returned without forfeiting of bid security / any penalty.

24. Correction of Errors

Bids determined to be substantially responsive will be checked by the Procuring Agency for any

arithmetic errors which does not change the substance of the bids. Errors will be corrected by the Procuring Agency as follows:

- i. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- ii. The amount stated in the Form of Bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected "Bid Price", his bid will be rejected.

25. Cost of Proposals

The bidders shall bear all costs associated with the preparation and submission of the bid in response to this Bidding Document. Procuring Agency shall in no case be responsible or liable for these costs.

26. Confidentiality

Issues Information relating to the examination, clarification, evaluation, comparison of bids, and recommendations for the award of a contract, shall not be disclosed to any bidder or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence Procuring Agency in processing of bids may result in the forthwith rejection of the bidder's proposal. Bidders authorize Procuring Agency to release any information that is reasonably required as part of the bid evaluation process, which would otherwise be prevented by Procuring Agency from releasing due to confidential nature of such information.

27. Due Diligence by Bidders

27.1 The information contained in this Bidding Document as well as any information appended here to is being supplied to the bidders for their guidance only and the bidders at their own discretion may or may not use the information for the purposes of developing their bids. Procuring Agency will not assume any responsibility or liability for completeness, accuracy or up-dating of such information. In this respect the bidders are requested to conduct their own due diligence involving their technical, financial and legal personnel to verify or develop their own assumptions for the purposes of bid development and submission.

27.2 Potential bidders shall verify the accuracy, reliability and completeness of the information provided in this Bidding Document, however, as stated earlier they are entitled to perform due diligence and wherever necessary obtain independent advice from appropriate sources. Procuring Agency makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the project information. Each bidder shall conduct its own studies and analysis and is advised to collect and obtain any other information that may be necessary for evaluating the procurement and preparing the bid, at its own responsibility and cost. The bidders shall be deemed to have satisfied themselves before submitting their bids, as to the risks, contingencies and all other circumstances, which may influence or affect the project and subsequently their bids.

28. Manner of Opening the Proposals

- i. The bids shall be opened in presence of bidders or their authorized representatives who may like to be presented.

- ii. The bids shall be opened publicly at a place and time given in the advertisement.
- iii. Successful bidder will be informed via “Letter of Acceptance” and they would be required to sign contract agreement with the Procuring Agency subsequently.
- iv. All bids must be accompanied by a Bank Draft / Pay Order / CDR amounting to 5% of estimated cost (as bid security), in favour of the Chief Executive Officer, Ravi Urban Development Authority issued by any scheduled bank allowed / carrying financial transactions in Pakistan. Cash security or cross cheque will not be entertained.

29. Procuring Agency Rights

In issuing this bidding document, procuring agency retains the following rights under RUDAPR-2020:

- i. Issuing addendum to the bidding document, including extension or otherwise revising the timeline for submission of bids which will be as per Rule-29 of RUDAPR-2020.
- ii. Requesting clarification and from the bidders at any point in the bidding process as per provisions of the RUDAPR and the rules made there under.
- iii. Executing contract agreement with a lowest evaluated bidder on the basis of the original proposals and / or any other information submitted by the bidder during the bidding process.
- iv. Withdrawing, re-issuing, or modifying the bidding document.
- v. Rejecting all proposals as may be deemed to be in the best interest of Procuring Agency. (As per RUDAPR-35)

30. Announcement of Evaluation Reports

A procuring agency shall announce the results of bid evaluation in the form of a report and shall upload the same on PPRA website giving justification for acceptance or rejection of bids at least ten (10) days prior to the award of procurement contract. (As per RUDAPR-38)

31. Redressal of Grievances

After announcement of evaluation report by the procuring agency any bidder feeling aggrieved may lodge a written complaint not later than ten (10) days. Thereafter, the procuring agency shall constitute a committee comprising odd number of persons, with proper powers and authorizations to consider justification of their entry into procuring contract, who will investigate upon the complaint within fifteen (15) days after receipt of the complaint. (As per RUDAPR-64)

32. Re-Bidding

If the Procuring Agency rejects all bids and promptly inform about the rejection of the bids to all bidders, it may call for a rebidding. (As per RUDAPR-36)

33. Consequence of Submission the Bid

The submission of a bid shall not, in any way, be deemed as a contract or confer any vested right to the bidder.

34. Award of Contract

34.1 The Procuring Agency shall award the contract to the bidder whose bid has been technically declared qualified and is the lowest evaluated bid.

34.2 The Procuring Agency at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in service provider's, may require the service provider to provide information concerning their professional, technical, financial, legal or managerial competence; Provided that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

35. Notification of Award for Car Rental Services

35.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency will notify the successful bidder for security services in writing ("Letter of Acceptance") that his / her bid has been accepted. However, this letter does not mean a contract and create no right in favour of the bidder.

35.2 The notification of award and its acceptance by the bidder will constitute the formation of the contract, but not binding the Procuring Agency till signing of the formal contract. However, the Procuring Agency may withdraw the letter of acceptance prior to signing of the contract.

35.3 Upon furnishing by the successful bidder of a performance security, the Procuring Agency will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities accordingly.

36. Limitations on Negotiations

Save as otherwise provided there shall be no negotiations with the bidder / car rental company having emerged as lowest bidder or with any other bidder. However, after completion of procurement process in accordance with all applicable laws / rules the successful bidder may voluntarily offer rebate to the procuring agency for the goodwill gestures of welfare of the public at large.

37. Single Complying Proposal

Subject to rule 35, if one complying bid is received, the procuring agency may award the contract to the bidder / car rental servicers' company. (As per RUDAPR-53)

38. Mis-Procurement of Awards

Any violation of these rules shall be treated as mis-procurement. (As per RUDAPR-66)

39. Record of Procurement

A procuring agency shall maintain a record of procurement along with all associated documents for a minimum period of five years. Such maintenance of record shall be subject to the regulations framed in this regard from time to time.

40. Applicable Law

This contract shall be governed by the laws of Islamic Republic of Pakistan and the courts of Punjab (Pakistan) shall have exclusive jurisdiction.

SECTION-III

41. Terms of References of Bid for Hiring of Car Rental Services

42.1 Scope of Services for Monthly Basis

- a. Requirement of vehicles and place of duty can be anywhere and anytime throughout Pakistan and working AC.
- b. There might not be any before the time request from the Client and Service Provider shall have to arrange vehicle immediately as per the requirement of the Client.
- c. Any delay in the provision of the vehicles can hamper RUDA operational commitments which in no case acceptable to the organization and might lead to termination of the contract.
- d. Payment will be made on monthly basis after submission of invoice.
- e. Rental Vehicle on monthly basis will remain parked in RUDA office after the completion of duty as per RUDA.
- f. Key of the car should be submitted to the client.
- g. Repair & Maintenance of vehicle including **engine oil and service** except fuel (Petrol / Diesel) will be the responsibility of the service provider. In case of any mechanical/technical fault or damage of the vehicle, the Service Provider shall replace the vehicle immediately.
- h. The monthly Rent shall include all applicable government taxes.
- i. The Client shall not be responsible for any theft or loss to the vehicles.
- j. 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 related payment will be withheld by the Client and moreover, the legal action may be initiated against the firm.
- k. The payment shall be made on monthly basis, through cross cheque after deduction of all applicable taxes. No advance payment shall be made.
- l. Service Provider shall be responsible to provide the latest model of vehicles i.e. 2018 or above.
- m. Service Provider shall provide the insured vehicles which shall be covered for any damages, losses/theft claim of vehicles. RUDA shall not be responsible for any damages, losses/theft of vehicles in any case.
- n. Service Provider shall not change the vehicles without the prior approval of the RUDA.
- o. RUDA may impose the penalty of Rs. 5,000/- per day in case of service provider firm provide vehicles other than mentioned in the contract with respect to model or condition of the vehicles.

- p. A fine of Rs. 5,000/- per day will be imposed in case of not providing vehicle within given time.
- q. Initially the contract is for one year and may be extended on same terms and condition) for further period of time. Maximum of three (03) years with the mutual consent of the parties and subject to satisfactory performance.
- r. Toll Tax shall be paid by RUDA in case of travel to field area.

42. Evaluation Criteria

The bidder / car rental companies will be declared NON-RESPONSIVE/Ineligible due to non-fulfilling the below mentioned mandatory criteria:

- a. Minimum of one (1) year of experience in providing car rental services. Experience shall be calculated from the date of incorporation/registration. (Attach Registration/Incorporation Certificate)
- b. Bid security along with the BID/Proposal.
- c. NTN and GST / PST Certificates.
- d. A certificate / affidavit (**Annexure-A**) that Applicant is not blacklisted by any Government / Autonomous bodies and further all information provided in the application is correct.
- e. Minimum three (3) similar assignments in last three years. (**Attached Work Orders or Contracts**) and minimum one (1) Letter of reference/Satisfaction report from previous clients in last three years.
- f. Copy of CNIC of Proprietor/Managing Director/General Manager
- g. Company / Firm must have at least 5 (five) own vehicles, model 2015 & above.

**43. Contract
Forms**

CONTRACT AGREEMENT

FORM

AGREEMENT

This Contract for hiring the Car Rental services (hereinafter referred the "Contract") is made on day ofand is effective on

Chief Executive Officer, **Ravi Urban Development Authority**, having office at **51-N, Gurumangat Road, Gulberg-II**, Lahore or his authorized representative; hereinafter referred to as the “**Client**” or “**RUDA**”;

AND

M/S.....having office at

Represented by -----as authorized representative; hereinafter referred to as the “**Service Provider**”;

The Client and the Service Provider are hereinafter referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS:

The Client has requested the Service Provider to provide Car Rental Services for RUDA office. The Service Provider has represented to the Client that it has the required resources and agrees to provide the said Services according to the terms and conditions as defined under the present Contract. As a consequence, to the above, the Parties hereby agree to enter into the Contract as follows:

NOW THEREFORE the Parties hereby agree as follows:

Clause 1 - Definitions

For the purposes of this Contract, the following capitalized words and phrases shall have the meaning specified herein below:

“Client” means RUDA or any of its subsidiaries;

“Contract” means the contract entered into between the Service Provider and RUDA;

“Invoice” means the invoice prepared and submitted to the Client, in accordance with Clause 10.1 hereunder, against services rendered by the Service Provider under this Contract.

“Taxes” means corporate income tax, zakat, tax on dividends remitted to head office, tax on profit after tax, VAT, turnover tax, GOSI, social security tax, personal income tax, and any taxes,

sales taxes, stamp duties, surtaxes and withholding tax of any nature, present or future, that shall be levied on the Service Provider as per applicable laws of the land.

Clause 2 - Contractual Documents

The present Contract is composed of the following:

The present document

The following Appendices of the Contract:

- o Appendix A: Blacklisting and Correctness of information
- o Appendix B: Financial Conditions

Clause 3 - Purpose of the Contract

Under the Terms and Conditions of this Contract, the Client proposes to the Service Provider, to carry out the Services as defined under Clause 4 below (hereinafter referred to as the “Services”). The purpose of the Contract is to define the scope of the Services, the conditions of their performance and the related consideration.

Clause 4 - Nature of the Services

4.1 Scope of the Services The purpose of the Services is to provide car rental services are broadly defined in **Appendix A**, as may be requested by the Client from time to time.

4.2 Location of the Services The Services shall be carried out generally as per direct instructions provided by the Client. The Parties agree that the Client will be able to ask for the execution of the Services immediately following the signature of the Contract by both Parties.

Clause 5 - Modification of the Services

In the event the Client is obliged to modify the Services in their content, their objectives, their duration or their scheduling, the Service Provider agrees and undertakes to modify the performance of the Services according to the new requirements.

Clause 6 - Appointment of Representative

The Client and the Service Provider shall appoint a representative in charge of the coordination and monitoring of the performance of the Services. At the date of signing this Contract, the Client appoints the following as Client’s representative: -----

At the date of signing this Contract, the Service Provider appoints the following as its representative: -----

The Client and the Service Provider may appoint alternate representatives for the coordination and monitoring of the performance of the Services upon written notification to the other Party.

Clause 7 - Obligations of the Service Provider

7.1 Quality of Service The Service Provider undertakes to perform the Services and carry out its obligations with all due diligence and efficiency in accordance with generally accepted professional techniques and practices, and the laws and regulations in force that are applicable to the performance of the Services. The Service Provider undertakes while performing the Services and carrying out its obligations to observe sound management practices, to employ appropriate advanced technology and safe methods.

7.2 Local Law The Service Provider is reminded that he must comply with local laws and regulations. In addition, the Service Provider shall always behave in a manner consistent with local standards, sensitivities and habits, so as to avoid causing trouble in Pakistan. Any non-compliance with the above provisions shall be considered as a substantial breach of Contract and therefore shall lead to an immediate repatriation and termination of Contract at the expense of the Service Provider.

Clause 8 - Obligations of the Client

The Client shall make payments to the Services provider as per **Appendix B**.

9 - Price

9.1 In consideration for the performance of the Services, the Client shall make payments to the Service Provider as per **Appendix B** for his Services commencing from ----- to ----- according to Clause 10 and to the schedule of payment defined in **Appendix B**.

9.2 The price stated as Appendix B includes the Service Provider's costs, supplies, and obligations of any kind. Clause

10 - Payment

10.1 Invoicing and Payment. The Service Provider shall be paid in advance of each month for the duration of this Service, within fifteen (15) days of receipt of invoice in the manner described hereunder according to the schedule presented in **Appendix B**.

10.2 The Client shall discharge its obligation to pay the amounts owed to the Service Provider for the performance of the Services under this Contract through payment made against an invoice for the relevant month. Clause

11 - Business Ethics

The Service Provider acknowledges and agrees that:

- (i) any and all payments received by it in connection with any project as fees, commissions, compensations or any other amounts whatsoever paid in accordance with this Contract (hereinafter referred to as the "Sums") shall constitute the Service Provider's sole and exclusive remuneration with respect to the Services rendered by the Service Provider;
- (ii) in no event shall the Sums received or to be received by the Service Provider under the present Contract at any time be either directly or indirectly paid to,

promised to or used to purchase a gift for any Public Official in order that the Public Official perform or restrain from performing an act in accordance with his function, mission or office or in a manner facilitated by his function, mission or office, in relation to any project. The Service Provider agrees that it shall not, in order to obtain or retain business or other improper advantage in the conduct of international business:

- (a) offer, promise, or give any Public Official any gift, present, consideration, commission or advantages of any kind whatsoever at any time, either directly or indirectly, in order that the Public Official perform or restrain from performing an act in accordance with his function, mission or office or in a manner facilitated by his function, mission or office for the execution of the present Contract; or
 - (b) consent to any solicitation without right, at any time, either directly or indirectly, from a Public Official to pay or give to him / her any gift, consideration or commission in order that the Public Official perform or restrain from performing an act in accordance with his function, mission or office or in a manner facilitated by his function, mission or office to use his/her influence;
 - (c) Exert or utilize any form of corruption or any unlawful influence to secure the award of any project;
- (iii) The Service Provider shall ascertain and guarantee that the provisions provided for in paragraph (ii) hereinabove shall be agreed to and respected by any person, corporation or entity to whom the Service Provider may pay back directly or indirectly the Sums received under the present Contract or a portion thereof; The Service Provider shall hold harmless and indemnify the Client against any and all claims which may arise from the Service Provider's infringement of the rules described in paragraphs (ii) and (iii) hereinabove. Any violation of the provisions of this Clause entails immediate and full termination of this Contract without the Service Provider being able to claim any indemnity from the Client due to such termination.

Clause 12 - Taxes and Duty

The Service Provider shall be fully responsible for any tax or duty related to the performance of the Services in Pakistan under applicable laws of the land.

Clause 13 - Effectiveness and Duration of the Contract

This Contract shall deem to be effective from ----- The duration of this Contract is from ----
----- to ----- or such other duration necessary for the performance of the Services defined in this Contract and agreed upon by the Parties.

Clause 14 - Obligation to Collaborate

The Parties shall cooperate with each other in order to perform the Services of this Contract and shall act in good faith in exercising their rights and performing their obligations under this Contract. The Parties declare that they shall not use any means that would prevent or make more difficult the execution of the obligations of each Party under this Contract.

Clause 15 - Relations Between the Parties

This Contract under no circumstances create or imply a partnership, the creation of any entity having a separate legal personality, a principal-agent relationship, an employer-employee relationship or a third-party beneficiary, other than the contractual relation defined in this Contract.

Clause 16 - Termination

The Parties may terminate the Contract as follows:

16.1 Termination by the Client:

- a) The Client may terminate the Contract with a notice of Thirty (30) days without assigning any reason.
- b) The Client may terminate the Contract if the Service Provider does not remedy a failure in the performance of its obligations under this Contract, within two (2) days after being notified by registered mail, and without prejudice to any claim for damages that could be made by the Client to the Service Provider.
- c) In the event of a breach of Clauses 7 (Obligations of the Service Provider) and 17 (Confidentiality), the Client shall be entitled to immediately terminate the present Contract, without any prior notice being necessary.
- d) In case of early termination for default of the Service Provider, the Service Provider shall not be entitled to any remuneration (other than the Remuneration provided in Clause 9 hereinabove for the Services rendered during the period before the termination date).

16.2 Termination for Default of Payment: The Service Provider may terminate the Contract with written notice of 30 Days, in case of failure to pay by the Client.

Clause 17 - Confidentiality

17.1 The Service Provider undertakes to keep strictly confidential any information that the Service Provider gets from the Client in any manner and the information the Client supplies before, during and after the performance of this Contract, and any information that the Service Provider has access to under this Contract.

17.2 The Service Provider undertakes, in addition, to keep, even after the termination of the Contract, the absolute secret on the Client's business, and not to disclose to anyone, even to the Client's agents who are not directly concerned by the project, information, notes, maps, neither any information on the business, process and results of operations that it had directly or indirectly acknowledged in respect with the present Contract.

Clause 18 - Assignment of the Contract

This Contract is executed taking into consideration the expertise and experience of the Service Provider. The Service Provider shall personally meet all of its obligations as set out in this

Contract and shall refrain from assigning, sub-letting or transferring any of its duties under this Contract without the Client's prior written approval.

Clause 19 - Language of the Contract and Applicable Law

This Contract, prepared in English, shall be executed and interpreted according to Pakistani law.

Clause 20 - Resolution of Disputes

All disputes, claim or controversy arising in connection with this Contract that cannot be settled amicably between the Parties within thirty (30) Days after one Party has received from the other Party written notice, shall be finally and exclusively settled by arbitration in Bahawalpur, Pakistan in the English language under the Arbitration Act of 1940 of Pakistan by one arbitrator appointed, by mutual consent of the Parties, in accordance with the said Arbitration Act of 1940.

Clause 21 - General Provisions

21.1 Notification

- a) Every notice to be given under this Contract shall be in writing and either delivered by hand or sent by facsimile or by registered mail.
- b) The address of each Party for the service of notices shall be as set out in the front page of the Contract (unless or until that address is changed by notice given under this clause).
- c) Notice shall be deemed delivered upon receipt if delivered by hand, upon confirming advice of transmission and receipt if a facsimile copy is delivered by facsimile, and upon receipt if delivered by registered mail.
- d) Any notice or other writing required or permitted to be given under this Contract or for the purposes of this Contract to any Party shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by fax or email to:

21.2 Entire Contract This Contract supersedes any and all relevant negotiations and any oral and written Contracts made previously and constitute the entire Contract between the Parties relating to the provision of the Services.

21.3 Modifications This Contract may be amended, modified, superseded or cancelled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by each Party, or, in the case of a waiver, by the Party waiving compliance.

21.4 Severability Should one or more provisions of this Contract be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected and the Parties shall in good faith restate the affected provision in a manner that it shall (a) respect the spirit of the affected provision in consideration of the whole Contract between the Parties and (b) be in compliance with applicable laws and regulations.

21.5 Waiver The failure by a Party to enforce any provision of this Contract shall not be treated as a waiver of that provision, nor shall it affect the right of that Party subsequently to enforce that provision.

21.6 Interpretation The headings to clauses contained in this Contract are inserted for convenience only and they do not form part of or affect the interpretation of this Contract. In this Contract use of the singular includes the plural, use of the masculine includes the feminine and vice versa, according to the context. In the event of any conflict between any provision of this Contract and its Appendices, the provision of the former shall prevail.

For and on behalf of

The Client

Chief Executive Officer, Ravi Urban Development Authority or his authorized representative

Witness

Name:

Designation:

Signature:

For and on behalf of

The Service Provider

.....

Witness

Name:

Designation:

Signature:

Appendix – “A”

Proposal duly signed must be furnished along with the following Undertaking: (This should be written in the Rs.100 Stamp Paper)

UNDERTAKING

We, the undersigned, hereby offer to provide Car Rental Services to Ravi Urban Development Authority (RUDA) in accordance with its Bidding Documents (BD) due for opening on 24.04.2021 for provision of Services for Car Rental. 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.
- d) We agree to abide by the terms and conditions of the bidding document and in addition to the conditions we also agree to abide by all the special instructions mentioned in the bidding document. We also hereby categorically confirm that we are fully capable to provide services of car rental as laid down in the terms of reference
- e) We fully understand and recognize that RUDA is not bound to accept this Bid/Proposal that we shall bear all costs associated with its preparation and submission, and that RUDA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

Yours sincerely,

Authorized Signature and Stamp _____

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

Name of Firm: Contact Details: _____

WITNESS

Signature:

Designation & ID Card No.

Appendix “B”

Financial Bid on Monthly Basis

#	Rates Required for	Engine Capacity	Model	No. of Vehicles	Monthly Rate of one Vehicle inclusive of all applicable (Amount in figures)	Monthly Rate of one Vehicle inclusive of all applicable (Amount in words)
1.	Toyota Fortuner 4 x 4 (with driver)	2800 CC Car	2015 to 2020	01		
2.	Toyota Vigo Double Cabin (with driver)	2800 CC Car	2015 to 2020	04		
3.	Toyota Corolla (with driver)	1300 CC Car	2018 to 2020	10		
4.	Suzuki (Cultus / Wagnar) (with driver)	1000 CC Car	2016 to 2020	02		

Estimated Cost: Rs.24,000,000/- (Twenty four million only)

Note: Taxes will be deducted at source as per Government Rules; during the Contract period any subsequent change in tax regime would be adjusted accordingly.

(Seal & Signature)