

BIDDING DOCUMENT

FRAMEWORK CONTRACT FOR HIRING OF CAR RENTAL SERVICES

Punjab Tourism For Economic Growth Project (PTEGP)

Planning & Development Board, Lahore

Government of the Punjab

March 16, 2020

**INVITATION TO BID
FOR
HIRING OF CAR RENTAL SERVICES ON DAILY & MONTHLY BASIS**

Punjab Tourism For Economic Growth Project (PTEGP) intends to hire the Car Rental Services on Daily & Monthly Basis for PTEGP office. Sealed bids in accordance with Punjab Procurement Rules-2014 (Amended up to date) are invited from eligible Firms/Companies with valid NTN & GST/PST certificates, having minimum experience of at least one year in providing car rental services to Government Department/Companies/Corporate Sector. Firm should not have blacklisted/suspended by any government agency/department. The Firm fulfilling the eligibility criteria may participate in the Single Stage-One Envelope Bidding Procedure.

Bidding document along with detailed specifications, terms and conditions can be obtained from PTEGP office or can be downloaded from <https://ptegp.punjab.gov.pk/> immediately after the publication of the advertisement. Details of Estimated Cost & Bid Security is given below.

Name of Procurement	Bid Security (2% of Estimated Cost)
Car Rental Services on Daily & Monthly Basis for PTEGP Office	Rs. 39,000

Firm must furnish the abovementioned bid security in the form of PO/DD/BD in favor of “*Punjab Tourism For Economic Growth Project*”. Last date for submission of bid is **March 31, 2020 till 11:00 A.M and will be opened on same date at 11:30 A.M** at below mentioned address in the presence of bidders or their authorized representatives who may wish to attend.

This advertisement can also be viewed at www.ptegp.punjab.gov.pk and PPRA’s website www.ppra.punjab.gov.pk

Project Manager
Punjab Tourism For Economic Growth Project
175-A, Scotch Corner, Upper Mall Scheme Lahore.
Ph. 042 – 99332607-8
For queries: pmuptegp@gmail.com

BIDDING DOCUMENT FOR HIRING CAR RENTAL SERVICES

SECTION-1 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 Daily & 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

Punjab Tourism For Economic Growth Project (PTEGP).

3. Scope and Applicability

To implement these rules shall apply to all public procurements made by all procuring agencies whether within or outside the Punjab.

4. Cost of Bidding

The bidder shall bear all expenses associated with the preparation and submission of its bid, and the PTEGP 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

6.1 A prospective bidder requiring any clarification of the bidding documents may notify the PTEGP in writing at their address indicated in the Invitation for Bids. The PTEGP 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. Amendment of Bidding Documents

6.1 At any time prior to the deadline for submission of bids, the PTEGP, 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.

6.2 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.

6.3 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.

7. Qualification and Disqualification of Bidders

7.1 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.

7.2 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.

7.3 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.

7.4 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 Punjab Procurement Rules 2014.

8. Corrupt or Fraudulent Practices

8.1 The PHIMC 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.

9. Blacklisting

The Punjab Procurement Rules (PPRA), 2014 (As amended 2019) under rule 21 shall be followed.

SECTION-2
PREPARATION OF BIDS FOR HIRING OF CAR RENTAL SERVICES

10. Invitation for Bid

10.1 The PTEGP invites sealed tenders from the reputed car rental companies under the applicable laws for providing of car rental services on monthly and daily basis.

11. Methods of Procurement

11.1 **Single Stage – One Envelopes:** procurement procedure of the Punjab Procurement Rules, 2014 (amended 2019) will be adopted.

12. Laws to Be Followed

12.1 The Punjab Procurement Regulatory Authority Act of 2009, and Punjab Procurement Rules, 2014 (amended 2019) will be followed for the subject procurement.

13. Mode of Advertisement

13.1 This procurement is being advertised on print media (English & Urdu newspapers) and placed online on PPRA's & PTEGP's websites. The bidding document can be downloaded or through submission of request on company letter head and can be obtained from the office of the PTEGP during office hours. The tender documents can be downloaded from www.ptegp.punjab.gov.pk and PPRA website <https://ppra.punjab.gov.pk/>.

14. Contact Details

14.1 All prospective bidders, for any query, may contact the PTEGP through post, courier and e-mail or in person at the following address:

Project Manager

Punjab Tourism For Economic Growth Project (PTEGP)

175-A, Scotch Corner, Upper Mall Scheme Lahore.

Ph. 042 - Ph. 042 – 99332607-8

For queries: pmuptegp@gmail.com

15. Submission of Bid

15.1 The financial bid form is comprised of two different lots. One for monthly Rental Cars and second for Daily Rental Cars with and without fuel.

15.2 The Bidder can submit their Proposal for any one or both Lots.

15.3 The bid shall comprise a single package containing one envelope.

15.4 The envelopes shall be clearly marked in bold and legible letters

15.5 The outer envelope shall be clearly marked the Name of assignment: "Hiring the Car Rental Services on Monthly & Daily Basis for PTEGP Office" and warning message "Do Not Open Before 31th March, 2020, at 11:30 AM including Name of Car Rental Company will be given.

- 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 of Each LOT.
 - 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 (1% 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.
- 17.2 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 to the extent of financial bid.
- 17.3 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 unopened to such bidder. 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.
- 17.4 Upon request, acknowledgment of receipt of bids will be provided to those, making delivery in person or by messenger.
- 17.5 The PTEGP 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 PPR-14)

16. 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.

17. Language of the Bid

19.1 Bid shall be prepared in English language and be submitted in hard copy form, as described in this bidding document.

18. Currency of the Bids

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

19. Bid Security

21.1 Prospective bidder's / car rental companies are required to submit Bid Security 1% within the limits of PPRA, Rules of the cost estimated amount along with tender in shape of PO/DD/BD in favour of the ***"Punjab Tourism For Economic Growth Project"***.

21.2 The bid security submitted by the successful bidders shall be released after submission of 5% performance security of the contract value in the shape of bank guarantee.

21.3 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 38(2)(vii) of PPR 2014)

20. 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 & Daily 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 PPR-21)

21. Performance Guarantee

21.1 Successful firm will deposit 5% of performance security of the contract value before signing of contract agreement in shape of Bank guarantee.

21 Bid Validity

22.1 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.

22.2 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 penalised and his bid shall be returned without forfeiting of bid security / any penalty.

22 Correction of Errors

23.1 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.

23 Cost of Proposals

24.1 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.

24 Confidentiality Issues

25.1 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 authorise 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.

25 Due Diligence by Bidders

26.1 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.

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.

26 Manner of Opening the Proposals

- i. The bids shall be opened in presence of bidders or their authorised representatives who may like to be present.
- 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 Call Deposit Receipt amounting to 2% (as bid security), in favour of “*Punjab Tourism For Economic Growth Project*”, issued by a scheduled bank allowed / carrying financial transactions in PAKISTAN. Cash security or cross cheques will not be entertained.

27 Procuring Agency Rights

28.1 In issuing this bidding document, procuring agency retains the following rights under PPRA 2014 (amended):

- i. Issuing addendum to the bidding document, including extension or otherwise revising the timeline for submission of bids.
- ii. Requesting clarification and from the bidders at any point in the bidding process as per provisions of the PPRA and the rules made there under.
- iii. Executing contract agreement with a 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 PPR-35)

28 Announcement of Evaluation Reports

29.1 A procuring agency shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten (10) days prior to the award of procurement contract. (As per PPR-37)

29 Redressal of Grievances

30.1 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 authorisations 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 PPR-67)

30 Re-Bidding

31.1 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 PPR-36)

31 Consequence of Submission the Bid

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

32 Award of Contract

33.1 The Procuring Agency shall award the contract to the bidder whose bid has been technically declared qualified and is the lowest evaluated bid in either of lots.

33.2 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.

33 Notification of Award for Car Rental Services

34.1 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.

34.2 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.

33.1 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.

34 Limitations on Negotiations

35.1 Save as otherwise provided there shall be no negotiations with the bidder / car rental Services 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.

35 Single Complying Proposal

36.1 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 PPR-55A)

36 Mis-Procurement of Awards

37.1 Any violation of these rules shall be treated as mis-procurement. (As per PPR-69)

37 Record of Procurement

38.1 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.

38 Applicable Law

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

PART-III

39 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 with valid license holder driver (in uniform) 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 PTEGP operational commitments which in no case acceptable to the organization and might lead to termination of the contract.
- d. During the travelling, boarding and lodging of the driver will be his personal responsibility.
- e. Payment will be made on monthly basis after submission of invoice and duly completed log book or travel details verified by Admin Department of PTEGP.
- f. Service provider may require providing uniformed chauffeur driven vehicle.
- g. Rental Vehicle on monthly basis will remain parked in PTEGP office after the completion of duty as per PTEGP and driver can leave the office with the permission of the client after duty hours and can be called at any time as and when required.
- h. Key of the car should be submitted to the client.
- i. All type of maintenance (Including engine oil, Service etc.) 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.
- j. The monthly Rent shall include Driver Wages, food, Service etc. and all applicable government taxes.
- k. Security/Insurance of the car and driver is the responsibility of the service provider. The Client shall not be responsible for any theft or loss to the vehicles and injury or death of the driver.
- l. Fueling of vehicle may be provided by the service provider after written approval from competent authority of PTEGP.
- m. 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.

- n. Unsatisfactory services include absenteeism without intimation, reckless driving, frequent accidents, misbehavior by drivers etc.
- o. Drivers shall be responsible to ensure proper hygiene of self and cleanliness of vehicles at all times.
- p. Driver must maintain proper log book / travel details.
- q. Drivers must be aware of local routes within the particular duty areas.
- r. The payment shall be made on monthly basis, through cross cheque after deduction of all applicable taxes. No advance payment shall be made.
- s. The PTEGP may increase or decrease the number of vehicles requirement.
- t. Service Provider shall be responsible to provide the latest model of vehicles i.e. 2019 or above.
- u. Service Provider shall provide the insured vehicles which shall be covered for any damages, losses/theft claim of vehicles. PTEGP shall not be responsible for any damages, losses/theft of vehicles in any case.
- v. Service Provider shall not change the vehicles and drivers without the prior approval of the PTEGP.
- w. If PTEGP will not be satisfied with the performance of any driver, then service provider will immediately replace the driver. In case of noncompliance, payment of that period shall be deducted.
- x. PTEGP 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.
- y. Provision of uniform will be the responsibility of service provider firm if required by the client. A fine of Rs. 2,000/- will be imposed on firm for violation.
- z. A fine of Rs. 5,000/- per day will be imposed in case of not providing vehicle within given time.
- aa. A fine of Rs. 1,000/- will be imposed against each vehicle for not preparing log book.
- bb. A fine of Rs. 2000/- will be imposed on misbehaviour of the driver.
- cc. The contract 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.
- dd. Toll Tax shall be paid by PTEGP in case of travel to field area.

40 Evaluation Criteria

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

- a. Minimum of three (3) years 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 five (5) 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 10 (Twenty) own vehicles, model 2018 & above.

44. Contract Forms

CONTRACT AGREEMENT FORM

AGREEMENT

This Contract for hiring the Car Rental services (hereinafter called the "Contract") is made on day of ----- and is effective on -----.

Punjab Tourism for Economic Growth Project (PTEGP), having office at 175-A, Scotch Corner, Upper Mall Scheme Lahore, Pakistan.

Represented by **The Project Manager, PTEGP**, as authorized representative;

Hereinafter referred to as the **“Client”** or **“PTEGP”**;

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 PTEGP 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 PTEGP or any of its subsidiaries;

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

“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:
 - Appendix A: Blacklisting and Correctness of information
 - 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

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

CLAUSE 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 Services, within ten (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

12.1 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. The contract period shall be for six months and may be extended for another period of six months on mutual consent.

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:

The Client may terminate the Contract with a notice of Thirty (30) days without assigning any reason.

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.

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.

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 Lahore, 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

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.

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).

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.

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

Project Manager:

Punjab Tourism For Economic Growth Project (PTEG)

Office No. 175-A Scotch Corner, Upper Mall Scheme, Lahore

Witness

Name:

Designation:

Signature:

For and on behalf of

The Service Provider

.....

Witness

Name:

Designation:

Signature:

Annexure - “A”

Proposal duly signed must be furnished along with the following Undertaking: (This should be written in the Rs.50 Stamp Paper)

UNDERTAKING

We, the undersigned, hereby offer to provide Car Rental Services to Punjab Tourism For Economic Growth Project (PTEGP) in accordance with its Bidding Documents (BD) due for opening on March 31, 2020 for provision of Hiring the 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.

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

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

We remain,

Yours sincerely,

Authorized Signature and Stamp [*In full and initials*]: _____
Name, ID Card No. and Title of Signatory: _____
Name of Firm: _____
Contact Details: _____

WITNESS

Signature: _____

Designation & ID Card No. _____

Annexure “B”

Financial Bid for Framework Contract

Lot No.	Rates Required for	Monthly Rate (A)	Daily Rate (B)	Hourly Rate (B)	Total in PKR. (A+B+C)
1	Honda Civic or equivalent; 1800 CC (2019 Model or above) with driver (having valid license holder) in uniform.				
2	Toyota GLI/Honda City or equivalent; 1300 CC (2019 Model or above) with driver (having valid license holder) in uniform.				
3	Suzuki Cultus or equivalent; 1000 CC (2019 Model or above) with driver (having valid license holder) in uniform.				
4	Toyota Hilux Double Cabin or equivalent 2(019 Model or above) with driver (having valid license holder) in uniform (only daily and hourly rate required)	Not required			
5	Toyota Grand Cabin (14 seater) or equivalent (2019 Model or above) with driver (having valid license holder) in uniform (only daily and hourly rate required)	Not required			
		TOTAL			
		Amount in Words:			

Note:

1. The bidder can submit their bid for one or all lots and work will be awarded to the lowest evaluated bidder.
2. Income Tax and Sales Tax will be deducted at source as per Government Rules; During the Contract period any subsequent change in tax regime would be adjusted accordingly.
3. Petrol / Diesel rate will be charged at the prevalent market rates as per actual.

(Seal & Signature of Security Company)