

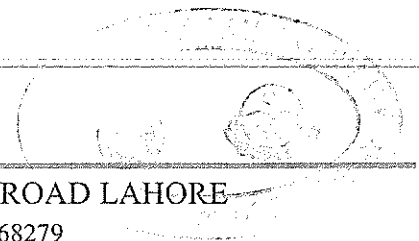
PUNJAB SAAF PANI COMPANY-SOUTH



BIDDING DOCUMENT
FOR
PROCUREMENT OF CAR RENTAL SERVICES

Dated: 6th October, 2017

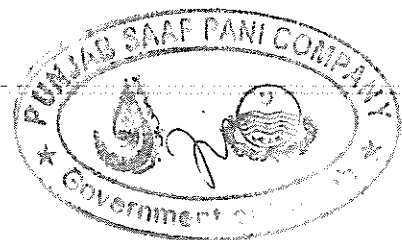
1. Invitation to Bid
2. Instructions to Bidders
3. Bid Form
4. Conditions of Contract



DISCLAIMER

1. *The information contained in this Bid document or subsequently provided to applicants, whether verbally or in written form by or on behalf of Punjab Saaf Pani Company-South (PSPC-S), shall be subject to the terms and conditions set out in this Bid document.*

2. *The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and charts / drawings. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.*



INVITATION TO BID

Ref# PSPC/2017/CRS/01

Punjab Saaf Pani Company-South (PSPC-S) invites sealed bids from firms for the procurement of Car Rental Services Provider for PSPC-S Regional Offices located in four (04) regions (Bahawalpur, Faisalabad D.G. Khan and Multan) of Punjab. The procedure for selection of firm shall be single stage one envelope bidding procedure as per PPR 2014. Bidder shall bid region wise for Bahawalpur, Faisalabad, DG Khan and Multan regions.

1. Financial Bid

Sr. No.	Rental rates required for vehicles	Toyota Corolla or equivalent: 1300 CC from 2014 onwards	Toyota High Roof 14 seater or Equivalent from 2014 onwards	Toyota Coaster 24 seater or Equivalent from 2014 onwards	Toyota Vigo or Equivalent from 2014 onwards	Total Amount (PKR) Inclusive of all Taxes
Rate per month						
1	Bahawalpur Region					
2	Faisalabad Region					
3	DG Khan Region					
4	Multan Region					
Note: <ul style="list-style-type: none">• Evaluation shall be done at Total Bid Price of each region.• Overwriting, cutting, use of fluid etc., are not allowed which may lead to cancelation of bid offered.• Incomplete or semi filled bid shall be treated as Non-Responsive.• Those bidder, who fulfil the eligibility criteria, will be treated as responsive bidder.						

2. Scope of Work

- i Vehicle will be provided model not beyond last three years that is 2013 down/below. Only from 2014 till to date model vehicles will be accepted.
- ii Vehicle will be provided with driver.



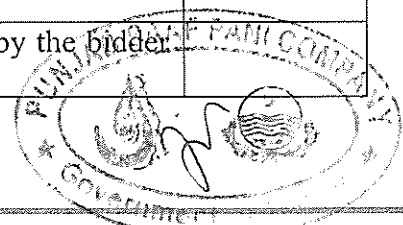
- iii Requirement of vehicles and place of duty so required can be anywhere and anytime throughout the province of Punjab.
- iv There might not be any early warning for the requirement of the vehicle.
- v Any delay in the provision of the same can hamper PSPC-S operational commitments which in no case acceptable to the organization and might lead to termination of the contract.
- vi During the travelling boarding and lodging of the driver will be his personal responsibility. However, PSPC-S will provide full assistance in this regards.
- vii All maintenance will be the responsibility of the bidder e.g. Oil changes, Service of vehicles etc.
- viii Driver will be given one day off either Sunday or whichever day as decided by the user. Besides only public holidays will be given to the driver as announced by the Government.
- ix Vehicle will be parked in offices premises after days' work or on holidays. However driver can keep the keys of the vehicle at his own risk.
- x Payments will be made on monthly basis.
- xi Company has a right to negotiate on above mentioned TORs in consultation with all bidders.
- xii During the course of duty, faulty vehicle will be replaced immediately by the vendor at the place of duty.

3. The Contract to be signed with the successful Bidder and extendable with mutual consent of both the parties. The rate per items/service quoted by the bidder shall remain the same for one year from signing of the contract.

4. Interested eligible Bidders may obtain further information from **Punjab Saaf Pani Company-South (PSPC-S)**. Bids must be delivered to the address below at or before **27th October, 2017 at 11:00 Hrs.**

5. Eligibility Criteria:

Sr. No	Eligibility	Yes/No
01	Bid Security: PKR. 125,000/- (Refundable) in the shape of CDR in favor of "Punjab Saaf Pani Company.	
02	Minimum of 05 years of experience in providing services along with list of vehicles provided in fleet with model with proof.	
03	Bidder should provide complete details of his personal/associated fleet of vehicles along with model of the vehicles.	
04	Bidder should not be blacklisted by federal or provincial government authority.	
05	Registered with tax department with valid NTN and PRA number.	
06	Each page of bid should be signed and stamped by the bidder's authorized representative.	



Note:

- Those bidder, who fulfil the eligibility criteria, will be treated as responsive bidder.

5. Bids received after the time specified herein shall be rejected. Bids will be opened on the same day at **11:30 Hrs** in the presence of the Bidders' representatives who choose to attend at the address below.

6. PSPC-S will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or delivery of Bids. In case of official holiday on the day of submission, next day will be treated as closing date. Bid notice has also been posted on PPRA website (www.ppra.punjab.gov.pk) and PSPC-S website (www.saafterni.org.pk).

Chief Procurement Officer

OFFICE No. 44-C-1 M.M Alam Road Lahore

procurement@saafterni.org.pk

TEL: +92 42 99268274-78 Fax: +92 42 99268279

www.saafterni.org.pk



INSTRUCTIONS TO BIDDERS

INTRODUCTION

1. Scope

- 1.1 The PSPC-S wishes to receive Bid for the Services/Good mentioned in Invitation to Bid at the earlier page (hereinafter referred to as Services) and provide services such as training, repair & maintenance during warranty period (hereinafter referred to as Services).
- 1.2 The bid is to be completed and submitted to the PSPC-S in accordance with these Instructions to Bidders.

2. Eligible Bidder

The Invitation for Bid is open to the well reputed companies / firm / experience suppliers based in Pakistan in specific items registered with Income and Sales Tax Department.

3. Eligible Goods

- 3.1 The Goods to be supplied under the Contract shall have their origin in eligible member countries.
- 3.2 For purposes of Clause 3.1 above, "origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4. Cost of Bidding

- 4.1 The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the PSPC-S will in no case be responsible or liable for those costs.

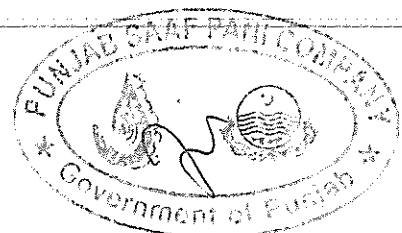
5. Joint Ventures (Not Applicable)

6. Assurance

- 6.1 The successful bidder will be required to give satisfactory assurance of its ability and intention to supply the Goods and Service pursuant to the Contract, within the time set forth therein.

BIDDING DOCUMENTS

7. Contents of Bidding Documents



7.1 The Good and Service required, bidding procedures and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bid, the bidding documents include:

- a) Instructions to Bidders
- b) Bid Form
- c) Contract Form
- d) Conditions of Contract

7.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will result in the rejection of the bid.

8. Clarification of Bidding Document

8.1 The prospective bidder requiring any further information or clarification of the bidding documents may notify the PSPC-S in writing or by visiting at the following address:

Chief Procurement Officer

Office No. 44-C-1 MM Alam Road Lahore.

procurement@saafpani.org.pk

TEL: +92 42 99268274-78 Fax: +92 42 99268279

www.saafpani.org.pk

The Chief Procurement Officer, PSPC-S will respond in writing to any request for information or clarification of the bidding documents, which it receives no later than seven (07) days prior to the deadline for the submission of bid.

9. Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bid, the PSPC-S may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidders, modify the bidding documents by issuing a corrigendum(s) and / or addendum(s) and may also extend time for submission of bids in its own discretion if PSPC-S deems it appropriate and necessary.

9.2 The amendment shall be part of the bidding documents, pursuant to Clause 8.1, will be notified in writing or by telex, or by fax to the prospective bidder who has received the bidding documents, and will be binding on him. Bidder is required to acknowledge receipt of any such amendment to the bidding documents.

9.3 In order to afford the prospective bidder reasonable time in which to take the amendment into account in preparing its bid, the PSPC-S may, at its discretion, extend the deadline for the submission of bid.

- 9.4 The quantity of the Goods mentioned in bidding document may be vary upto 15% and PSPC-S may add, modify or delete the items listed above.

PREPARATION OF BID

10. Language of Bid

- 10.1 The bid prepared by the bidder, and all correspondence and documents relating to the bid exchanged by the bidder and the PSPC-S shall be written in the English language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall prevail. However, PSPC-S may ask the bidders to clarify on any substantive issue, which it deems it appropriate to be clarified for proper evaluation of the bid.

11. Documents Comprising the Bid

- 11.1 The evaluation of Bid submitted shall be inclusive of, but not be limited to, the following factors:

a) Bid Form

The Bidder shall complete the Bid Form in accordance with Clause 12.

b) Price Schedule

The Bidder shall complete the appropriate Price Schedule furnished in the Bidding Documents in accordance with Clauses 13 & 14.

c) Bid Security

The bidder shall furnish Bid Security in accordance with Clause 15.

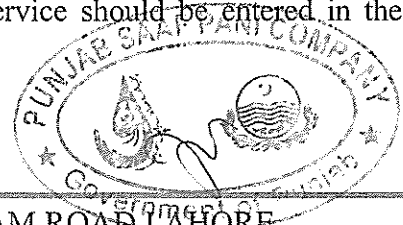
12. Bid Form

- 12.1 The bidder shall complete the Bid Form duly signed by the authorized person along with the stamp of the company and all the Schedules furnished in the bidding documents.

13. Bid Prices

- 13.1 The bidder shall complete Bid Form for all or any Good and Service on which he wants to quote rate as per the instructions contained in this document.

- 13.2 Prices quoted in the Price Schedule for the Good and Service should be entered in the following manner:



- (i) The price of the Good and Service will be quoted in exclusive of after sale services at the address provided.
- (ii) The blank or partially / conditionally filled Price Bid Form of any item is considered noncompetitive for the specific item.
- (iii) The price is to be submitted in Pak Rupees only and should include all taxes.

13.3 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on account of escalation.

14. Bid Currencies

Prices shall be quoted in Pak Rupees.

15. Bid Security

15.1 Pursuant to Clause 11.1(c), the bidder shall furnish, as part of its bid, a bid security with the amount as mentioned in eligibility criteria.

15.2 The bid security shall be denominated in Pak Rupees and shall be in shape of call Deposit Receipt (CDR) in favour of Punjab Saaf Pani Company.

15.3 The bid not secured in accordance with Clauses 15.1 and 15.2 above will be rejected by the Purchaser as non-responsive.

15.4 An unsuccessful bidder's bid security will be discharged or returned, or both, as promptly as possible upon award of Contract.

15.5 The bidder's bid security will be returned, upon the bidder's executing the contract, pursuant to Clause 31, and furnishing the performance guarantee, pursuant to Clause 31.

15.6 The bid security may be forfeited:

- (a) if the bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or
- (c) if the bidder fails;
 - (i) to sign the contract in accordance with Clause 31, or
 - (ii) to furnish the performance guarantee in accordance with Clause 31.

16. Period of Validity of Bid

16.1 The bid shall remain valid for ninety (90) days from the date of bid closing prescribed by the Client, pursuant to Clause 19.

16.2 Notwithstanding Clause 16.1 above, the Client may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing or by cable or fax. If the bidder agrees to the extension request, the validity of the bid security provided under Clause 15 shall also be suitably extended. The bidder may refuse the request without forfeiture of its bid security. The bidder will not be required or permitted to modify its bid.

17. Format and Signing of Bid

17.1 The bidder shall submit dully filled original Bidding Document issued to him.

17.2 Prescribed Bid Form and Schedules shall be used and not to be retyped. The original bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder. Such authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid where entries and amendments have been made shall be initialed by the person signing the bid.

17.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

SUBMISSION OF BID

18. Sealing and Marking of Bid

18.1 The bidder shall seal the original Bid in an envelope.

18.2 The envelopes shall:

(a) be addressed to the following address:

Chief Procurement Officer

Office No. 44-C-1 M.M Alam Road Lahore.

procurement@saafpani.org.pk

TEL: +92 42 99268274-78 Fax: +92 42 99268279

www.saafpani.org.pk

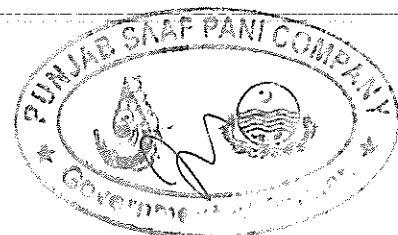
(b) bear the following identification:

Bid for Procurement of Car Rental Services

DO NOT OPEN BEFORE 27th October, 2017

18.3 In addition the envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "Late".

18.4 Fax bid will not be entertained.



19. Deadline for Submission of Bid

- 19.1 The original bid must be received by the PSPC-S at the address specified in Clause 18.2 by **11:00 Hrs on 27th October, 2017**
- 19.2 The PSPC-S may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with Clause 9, in which case all rights and obligations of the PSPC-S and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bid

- 20.1 The bid received by the PSPC-S after the deadline for submission of bid prescribed by the PSPC-S, pursuant to Clause 19, will be rejected and returned unopened to the bidder.

21. Modification and Withdrawal of Bid

- 21.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the PSPC-S prior to the deadline prescribed for submission of bid.
- 21.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 18. A withdrawal notice may also be sent by telex or fax but must be followed by a signed confirmation copy, post marked not later than the deadline for submission of bid.
- 21.3 The bid may not be modified subsequent to the deadline for submission of bid.
- 21.4 The bid may not be withdrawn in the interval between the deadline for submission of bid and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security, pursuant to Clause 15.
- 21.5 Notwithstanding anything contained herein, PSPC-S reserves the right to modify, add or cancel any phase of the subject procurement and / or increase / decrease any part of the subject procurement at any time, even after award of contract / purchase order, without incurring any liability arising therefrom.

OPENING AND EVALUATION OF BID

22. Opening of Bid

- 22.1 The bid shall be opened by the PSPC-S in the presence of the bidder's representatives who choose to attend at the time and date specified in Clause 19.1, at the office of the PSPC-S,



given in Clause 18.2 (a). The bidder's representatives who are present shall sign a register evidencing their attendance.

22.2 The bidder's name, bid price, modifications, bid withdrawal, and the presence or absence of the requisite bid security, and such other details as the PSPC-S, at its discretion, may consider appropriate will be announced and recorded at the opening.

23. Clarification of Bid

23.1 To assist in the examination, evaluation and comparison of bid, the PSPC-S may, at its discretion, ask the bidder for a clarification of its bid. All responses to requests for clarification shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the evaluation of bid.

24. Determination of Responsiveness of Bid

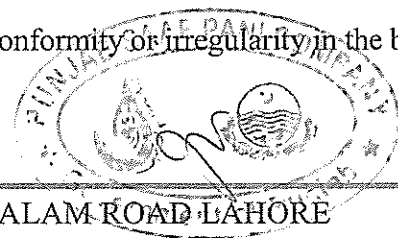
24.1 Prior to the detailed evaluation of the bid, pursuant to Clause 26, the Client will examine and determine the substantial responsiveness of the bid to the requirements of the bidding documents. A substantially responsive bid is one which:

- (a) meets the eligibility criteria specified in Clauses 2;
- (b) has been properly signed on the Bid Form;
- (c) is accompanied by the required Securities and these Securities are valid and in good order;
- (d) the technical specifications for each Good and Service quoted in the financial Bid should meet the major technical criteria as specified for each Good and Service in technical specifications of this document;
- (e) Offers fixed price quotations i.e. the bid do not offer an escapable price quotation;
- (f) is otherwise complete and generally in order;
- (g) conforms to all the terms, conditions and Specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:
 - (i) which affects in any substantial way the scope, quality or performance of the Good and Service; or
 - (ii) which limits in any substantial way, inconsistent with the bidding documents, the PSPC-S's rights or the bidder's obligations under the Contract.

24.2 The bidder's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

24.3 The bid determined as not substantially responsive will be rejected by the PSPC-S and may not subsequently be made responsive by the bidder by correction or withdrawal of the nonconforming deviation or reservation.

24.4 The PSPC-S may waive any minor informality or non-conformity or irregularity in the bid.



24.5 Correction of Arithmetical Errors: Bid determined to be substantially responsive will be checked by the PSPC-S for any arithmetic errors. Errors will be rectified as follows:

- (a) for the total individual bid price of each item Good and Service entered in paragraph of the Bid Form, if there is a discrepancy between the amounts in Figures and in words, the amount which tallies with the total individual Bid Price of each item of Good and Service shown in the Price Schedule for each item of Good and Service, will govern unless the Bid Contains a specific statement confirming the total individual Bid Price of each item of Good and Service.
- (b) where there is a discrepancy between the unit rate and the total price resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and the total price shall be corrected, unless in the opinion of the PSPC-S, there is an obviously gross misplacement of the decimal point in the unit rate, in which case the total price for each item of Good and Service as quoted will govern and the unit rate will be corrected, and
- (c) where there is a discrepancy in the total price quoted in the Price Schedule of each item of Good and Service vis-à-vis addition of each item of Good and Service, the total of the itemized prices will govern.

The amount stated in the Bid Form will be adjusted by the PSPC-S in accordance with the above procedure for the correction of errors, and shall be considered as binding upon the Bidder. If the Bidder does not accept the correction of the errors for any item / equipment in the Bid, his Bid will be rejected for the specific Good and Service.

Corrected Total individual Bid Price for each item of Good and Service: The price as determined after the application of arithmetic corrections shall be termed as Corrected Total individual Bid Price for each item of Good and Service.

25. Evaluation and Comparison of Bids

The PSPC-S will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 24, as stated hereinafter.

25.1 Basis of Evaluation and Comparison of Bid

The Bids of only those Bidders who are substantially responsive to the requirements of the Bidding document will be considered for evaluation. The evaluation and comparison of the Bid will be done Good and Service wise. The contract will be awarded to those Bidders whose corrected and evaluated Bid Price for that specific item is the lowest.

25.2 Evaluated Bid Prices

The PSPC-S evaluation of a bid will take into account in addition to the Bid Price, the following factors (Adjustments) in the manner and to the extent stated hereinafter. Adjustment will be based on corrected Bid Prices. The price so determined after making such adjustments will be termed as Evaluated Bid Price. Correction of arithmetical errors

as stated in Clause 24.5. The cost of making Good and Service any deficiency resulting from any acceptable, quantifiable variations and deviations from the Schedules, Conditions of Contract and Specifications, shall be added to the corrected Bid Price for comparison purposes only. Terms of Payment: The bidder shall state their bid price for the payment terms outlined in the Conditions of Contract. The bid will be evaluated on the basis of this base price.

26. Contacting the Client

26.1 Any effort by a bidder to influence the PSPC-S in the PSPC-S's decisions in respect of bid evaluation, or Contract award will result in the rejection of the bidder's bid.

27. PSPC-S's Right to Accept the Bid or Reject the Bid

27.1 The PSPC-S reserves the right to accept or reject all bids at his sole discretion and to annul the bidding process at any time prior to award of Contract, without thereby incurring any liability to the bidders.

AWARD OF CONTRACT

28. Post-qualification and Award Criteria

28.1 The PSPC-S will determine to its satisfaction whether the bidder has offered Service at reasonable prices consistent with the current prevailing market prices and is qualified to satisfactorily perform the Contract

28.2 An affirmative determination will be prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder's Bid.

28.3 Subject to Clause 27 above, the PSPC-S will award the Contract to the bidder if its bid has been determined to be substantially responsive to the bidding documents and consistent with the current prevailing market prices as determined by the PSPC-S, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.

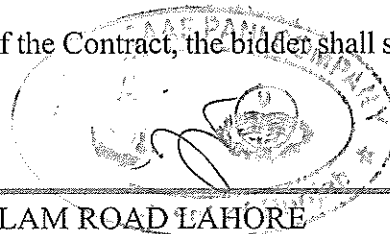
29. Notification of Contract Award

29.1 Prior to the expiration of the period of bid validity, the PSPC-S will notify the bidder in writing by registered letter that its bid has been accepted. This letter is termed as Letter of Acceptance.

30. Signing of Contract

30.1 The performance guarantee shall be submitted after LOA and thereafter the draft contract will be shared.

30.2 Within ten (10) days of the receipt of such advance copy of the Contract, the bidder shall sign the original Contract at the office of PSPC-S.



31. Performance Guarantee

- 31.1 Within ten (10) days of the receipt of the Letter of Acceptance from the PSPC-S, the bidder shall furnish the performance guarantee, in accordance with the Conditions of Contract, in the performance guarantee Form provided in the bidding documents or another form acceptable to the PSPC-S.

ADDITIONAL INSTRUCTIONS

32. Instructions to Assist the Bidder

- 32.1 Bid shall be prepared and submitted in accordance with the instructions set forth herein. These instructions to Bidders are provided to assist in preparing their Bid and shall not constitute part of the Contract Documents or give birth to any legal right to the prospective bidders.

33. Income Tax & General Sales Tax

- 33.1 The bidder may make inquiries on income tax to the concerned authorities of Income Tax and General Sales Tax Department, Government of Pakistan.

BID FORM

To:

Chief Procurement Officer

Office No. 44-C-1 M.M Alam Road Lahore

procurement@saafpani.org.pk

TEL: +92 42 99268274-78 Fax: +92 42 99268279

www.saafpani.org.pk

Gentlemen:

Having examined the bidding documents including Addendum No _____, (if any,) the receipt of which is hereby duly acknowledge, for the above Contract, we, the undersigned, offer to -----
----- in conformity with the said bidding documents for the Total individual Bid Price for each Good and Service.

Sr. No.	Rental rates required for vehicles	Toyota Corolla or equivalent: 1300 CC from 2014 onwards	Toyota High Roof 14 seater or Equivalent from 2014 onwards	Toyota Coaster 24 seater or Equivalent from 2014 onwards	Toyota Vigo or Equivalent from 2014 onwards	Total Amount (PKR) Inclusive of all Taxes
Rate per month						
1	Bahawalpur Region					
2	Faisalabad Region					
3	DG Khan Region					
4	Multan Region					
Note: <ul style="list-style-type: none">• Evaluation shall be done at Total Bid Price of each region.• Overwriting, cutting, use of fluid etc., are not allowed which may lead to cancelation of bid offered.• Incomplete or semi filled bid shall be treated as Non-Responsive.• Those bidder, who fulfil the eligibility criteria, will be treated as responsive bidder.						

or such other sums as may be ascertained in accordance with the Price Schedule attached hereto and made part of this Bid.

We undertake, if our above stated individual Bids for any or more Goods and Services is accepted, to complete the Works in accordance with the Contract Execution.

If our individual Bids for any or more Goods and Services are accepted, we will provide the performance guarantee in the sum equivalent to PKR 60,000/- for the due performance of the Contract.

We agree to abide by this Bid for the period of ----- days from the date fixed for bid opening pursuant to Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Dated this _____ day of _____.

WITNESS

Signature -----

Name-----

Title: -----

Address: -----

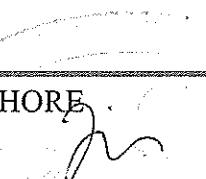
Bidder Signature Along With Seal

Signature -----

Name -----

Title-----

Address-----



PERFORMANCE GUARANTEE FORM

To:

Chief Executive Officer

Office No. 44-C-1 M.M Alam Road Lahore

ceo@saafpani.org.pk

TEL: +92 42 99268274-78 Fax: +92 42 99268279

www.saafpani.org.pk

WHEREAS (Name of the Contractor)

hereinafter called "the Contractor" has undertaken, in pursuance of "Invitation to Bids", Procurement of following Good,

1. (Name Of Good) 2. (Name Of Good) etc.
(hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a recognized schedule bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give you the Guarantee on behalf of the Contractor;

NOW THEREFORE, WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, or _____, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

'A Company set up under Companies Ordinance, 1984'

LETTER OF ACCEPTANCE FORM

Ref No. PSPC/____/2017/

Dated: __th ____, 201__

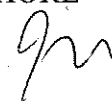
To,

SUBJECT: LETTER OF ACCEPTANCE

Dear Sir,

A. Reference

1. The Punjab Saaf Pani Company – South (hereinafter referred to as the “PSPC-S”), a public company limited by guarantee set up under Companies Ordinance, 1984, has been notified by Government of the Punjab (hereinafter referred to as the “GoPb”).
2. Pursuant to the Publication of Advertisement and Request for Proposals dated __ (Month), 2017 (hereinafter referred to as the “RFP”) seeking proposals from the reputable firms registered with their relevant professional Institute/Agency for _____. The technical and financial bid submitted by M/s _____ (hereinafter referred to as the “_____”) was accepted by the Evaluation Committee of PSPC-S., PSPC-S is pleased to issue this Letter of Acceptance (hereinafter referred to as “LOA”) in favor of the _____, *inter alia*, providing services to the PSPC-S as defined in the Scope of Services (hereinafter referred to as “SOC”) which has already been provided with the documents of RFP, subject to the due and timely fulfillment of the terms and conditions of this LOA between PSPC-S and _____.
3. You are required, the receipt of this LOA after ____ working day of receiving of this LOA to simultaneously:
 - i. Return a duly signed copy of this LOA to the PSPC-S.
 - ii. Along with “Letter of Acceptance” signed by competent authority of _____ to acknowledge the LOA.
 - iii. Two sets of dully filled stamp papers of Rs.1,200/- each.
 - iv. Provide Performance Guarantee as per the RFP.
4. If the _____ fails to fulfill and perform the task mentioned Clause-3 of the LOA in ____ working days, the PSPC-S shall be entitled to forfeit and encash the Bid Security, furnished by the _____ along with its response to the RFP. Such encashment of the Bid Security shall be without prejudice to any other rights and remedies available to the PSPC-S.



B. Termination of Letter of Award

This LOA can be terminated by PSPC-S in case _____ fails to submit any of the documents mentioned in 3(i-iv). Upon such termination the _____ shall not raise / have any claim against the PSPC-S on any ground (s) whatsoever arising for the termination of the LOA as aforesaid.

C. General

- i. The LOA shall become effective on the date of its signing by the PSPC-S.
- ii. PSPC-S reserves the rights to evaluate the services/goods provided by the _____ by a third party. The decision of PSPC-S on the findings of third party shall be final and conclusive in this regard.
- iii. Capitalized terms shall be bear by meanings ascribed to them in the pertinent paragraphs/clauses herein or the general conditions of the agreement e-mailed previously.
- iv. The LOA shall be governed by and constructed in accordance with the laws of Pakistan and in case of any dispute arising out of the LOA; the matter shall be settled through arbitration in accordance with the provisions of arbitration act, 1940.

Kindly sign the attached copy of LOA at the places indicated and return the same to the PSPC-S along with the documents specified in clause-3 herein above in accordance with terms of the said clause.

Your Sincerely,

Chief Executive Officer,
Punjab Saaf Pani Company-South.

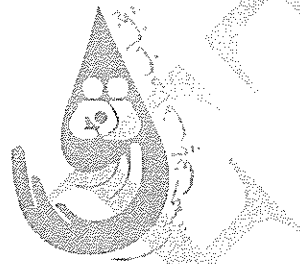
Received, agreed and accepted by:

Name: _____
Designation: _____
On: _____



CONTRACT FOR HIRING CAR RENTAL SERVICES

BY AND BETWEEN:



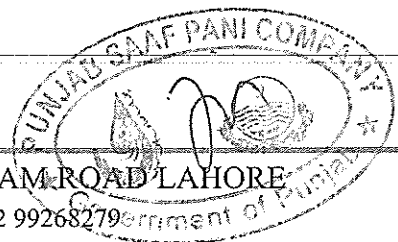
PUNJAB SAAF PANI COMPANY- SOUTH

And

M/s _____

CONTRACT NO. PSPC _____

Dated: _____, 2017



This CONTRACT (hereinafter called the "Contract") is made on the ____ day of October, 2017

PUNJAB SAAF PANI COMPANY-SOUTH (PSPC-S), having office at 44-C-1, Gulberg III, Lahore, a public sector company, incorporated under Section 42 of the Companies Ordinance 1984, wholly owned by the Government of Punjab;

Represented by NABEEL JAVED, as authorized representative;

Hereinafter referred to as the "Client" or "PSPC-S";

AND

M/S _____, having office at _____.

Hereinafter referred to as the "Service Provider";

Hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS:

The Client has requested the Service Provider to provide certain rent a car services.

The Service Provider, mandated by the Client having proven itself to possess the requisite professional and technical expertise and resources, agrees to provide the said services according to the terms and conditions as defined under the present Contract.

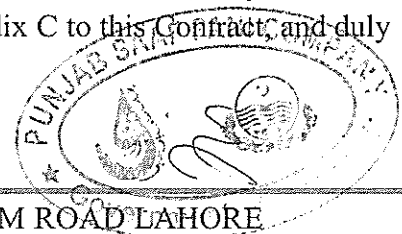
As a consequence to the above, the Parties hereby agree to enter into the present Contract (the "Contract") as follows:

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:

"Acceptance Certificate" means a certificate to confirm the quality of the services, duly filled and signed by the Service Provider, in the form provided under Appendix C to this Contract, and duly signed and accepted by the Client;



“Client” means PSPC-S or any of its subsidiaries;

“Contract” means the contract entered into between M/s _____ and PSPC-S;

“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: Description, Duration and Schedule of the Services
 - Appendix B: Financial Conditions
 - Appendix C: Acceptance Certificate

CLAUSE 3 - PURPOSE OF THE CONTRACT

Under the Terms and Conditions of this Contract, the Client proposes to the Service Provider, which accepts, 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 assist the Client to provide rent a car services.

The Services are defined in Appendix A.

4.2 Location of the Services



The Services shall be carried out generally at the Head Office and Regional Offices of PSPC-S or 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:

- (a) Name:
- (b) Designation:
- (c) Applicant's Company:
- (d) Address:
- (e) Telephone No:
- (f) E-mail Address:
- (g) Fax No:

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

- (a) Name
- (b) Country of Incorporation
- (c) Address of the corporate headquarters and its branch office (s), Pakistan
- (d) Date of incorporation and / or commencement of business

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. Acceptance Certificate, in the form provided under *Appendix C*, shall be prepared by the Service Provider and signed by the Client on acceptance of services. However, the Client reserves the right to reject to sign the Acceptance Certificate if the services rendered by the Service Provider are not in conformity with the Contract and / or the quality standards mutually agreed upon by the Parties.

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.

7.3 Boarding and Lodging

Service Provider, his employees or any person acting on behalf of the Service Provider shall not be given the facility of boarding and lodging and such person shall himself be responsible for boarding and lodging.

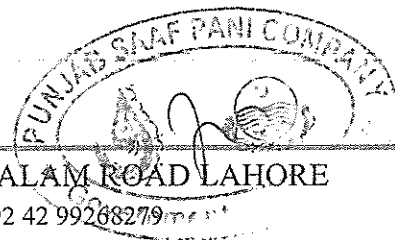
CLAUSE 8 - OBLIGATIONS OF THE CLIENT

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

8.2 The Client shall not be held responsible for any liability arising out of this contract between the Client and any third party and the Service Provider shall be solely responsible for such liability.

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 here above in Clause 9.1 includes the Service Provider's costs, supplies, and obligations of any kind including but not limited to oil changing and maintenance of vehicles etc.; and it takes into account all the particularities and circumstances of this Contract, notably all means employed or susceptible to be employed by the Service Provider, which cannot therefore pretend any complementary remuneration.

It is understood that the price stated in Clause 9.1 includes all applicable taxes, the contributions for insurance and end of service benefits, and no other payments, whatsoever, shall be made to the Service Provider.

CLAUSE 10 - PAYMENT

10.1 Invoicing and Payment

The Service Provider shall be paid not later than thirty (30) Days from the end of the month of receipt of invoice in the manner described hereunder according to the schedule presented in Appendix B, which shall be as per actual.

The Service Provider shall provide with each invoice:

- i. A breakdown of any and all elements that prove the reality and the content of the Services performed according to this Contract;
- ii. An acknowledgment slip duly signed by the user of the services, acknowledging rendition of services;
- iii. A summary of the Services performed; and
- iv. Acceptance Certificate.

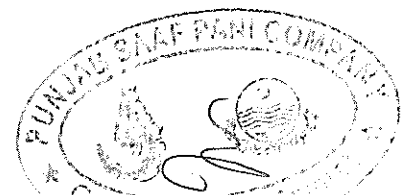
10.2 The Client is released from the amounts owed to the Service Provider for the performance of the Services under this Contract through payment made against an invoice.

10.3 Payment Period

- (i) The amounts due to the Service Provider shall be paid not later than thirty (30) Days from the end of the month of receipt of the approved invoice.
- (ii) If the Service Provider does not receive payment within a period of 30 Days beyond the payment date, then the Contract will be considered to be terminated.

CLAUSE 11 - BUSINESS ETHICS

The Service Provider acknowledges and agrees that:



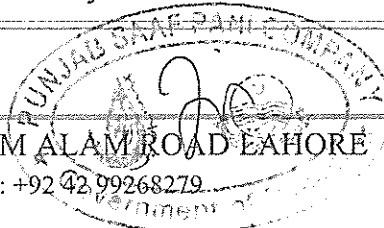
- (i) any and all payments received by it in connection with any project as fees, commissions, compensations or any other amounts whatsoever paid in accordance with this Contract (hereinafter referred to as the "Sums") shall constitute the Service Provider's sole and exclusive remuneration with respect 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 – PERFORMANCE GUARANTEE

12.1 Within ten (10) days of receipt of the Letter of Acceptance from the Client, the successful Bidder shall furnish to the Client the performance guarantee.

12.2 The proceeds of the performance guarantee shall be payable to the Client as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract. The Service Provider shall cause the validity period of the performance guarantee to be extended for such period(s) as the contract performance may be extended.

12.3 The Service Provider shall provide to the Client, Performance Guarantee (“Performance Guarantee”) with the amount of PKR 60,000/- The institution providing such Performance Guarantee shall be subject to the approval of the Client.

12.4 The Performance Guarantee shall be returned by the Client not later than twenty eight (28) days upon the successful execution of the Contract.

CLAUSE 13 - TAXES AND DUTY

13.1 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 14 - EFFECTIVENESS AND DURATION OF THE CONTRACT

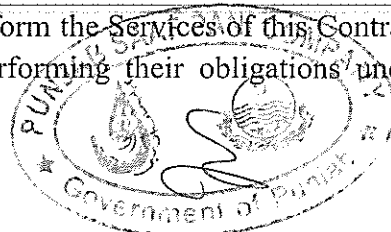
This Contract shall come into force upon its execution by the Parties.

The duration of this Contract shall be One (01) year from the date of execution of the Contract which shall be extendable with mutual consent of both Parties in consideration to the PPRA Rules or such other duration necessary for the performance of the Services defined in this Contract and agreed upon by the Parties.

The termination of the Contract for any reason whatsoever shall not give right to compensation in favour of the Service Provider.

CLAUSE 15 - 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 16 - 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 17 - TERMINATION

The Parties may terminate the Contract as follows:

17.1 Termination by the Client:

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 Seven (07) 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.

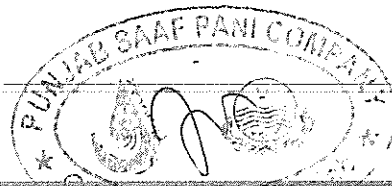
In case of early termination for default of the Service Provider, the Service Provider shall not be entitled to any remuneration (other than the Remuneration provided in Clause 9 hereinabove for the Services rendered during the period before the termination date).

17.2 Termination for Default of Payment:

The Service Provider may terminate the Contract if payment of fees is not received within 30 Days of due date for payment.

CLAUSE 18 - CONFIDENTIALITY

18.1 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.



18.2 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 19 - INTUITUS PERSONAE: ASSIGNMENT OF THE CONTRACT

This Contract is executed taking into consideration the technical skills 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 20 - LANGUAGE OF THE CONTRACT AND APPLICABLE LAW

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

CLAUSE 21 - 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 in accordance with the said Act.

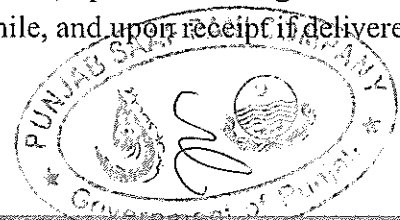
CLAUSE 22 - GENERAL PROVISIONS

22.1 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:

Nabeel Javed,
Chief Executive Officer
Punjab Saaf Pani Company
44 C-1 Gulberg III, Off M. M. Alam,
Lahore, Pakistan.
Email: ceo@saafpani.punjab.gov.pk

Details of Firm:

Name:
Designation:
Applicant's Company:
Address:
Telephone No:

22.2 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.

22.3 Modifications

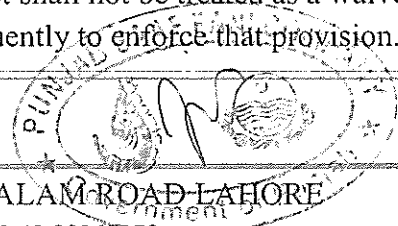
This Contract may be amended, modified, superseded or cancelled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by each Party, or, in the case of a waiver, by the Party waiving compliance.

22.4 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.

22.5 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.



22.6 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.

22.7 References

No press releases, public announcements or use in any list of references regarding the Client's name, the Services or this Contract will be made without obtaining the Client's prior written approval.

22.8 Liquidated Damages

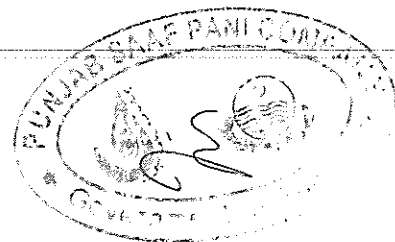
In case of any violation of any provision of the Contract by the Service Provider, the Client shall be entitled to hold the Service Provider liable for any loss incurred to it because of such act of the Service Provider, either monetary, reputational or otherwise. Moreover, the Service Provider shall also be held liable to pay liquidated damages of 10% of the value of the Contract Price.

Provided further, that if the Service Provider does not provide quality and timely services, the Client may ask someone else from the open market to perform such services and hold the Service Provider responsible under this Clause and also hold Service Provider responsible to pay any difference between the sums paid against services so acquired and the sums agreed upon between the Parties.

Notwithstanding anything contained in this Contract, frequent change of monthly hired vehicles may cause the Service Provider a further deduction of 25% of the total invoice for the said duty

22.9 Holidays

Drivers of the Service Provider shall be given one (01) holiday per week by the Client which may not necessarily be any specific day of the week and such day shall be determined by the Client at its sole discretion.



This Contract is made as of the day, month and year first above written.

For and on behalf of
The Client



PUNJAB SAAF PANI COMPANY

Witness

Signature: _____

Name: Mr. _____

Title: Company Secretary

CNIC: _____

Address: 44-C-1, Gulberg III, Lahore

Signature: _____

Name: Mr. Nabeel Javed

Title: Chief Executive Officer

(Seal)

For and on behalf of
The Service Provider
M/S _____

Witness

Signature: _____

Name: _____

Title: _____

CNIC: _____

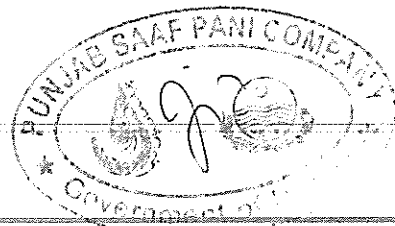
Address: _____

Signature: _____

Name: _____

Title: _____

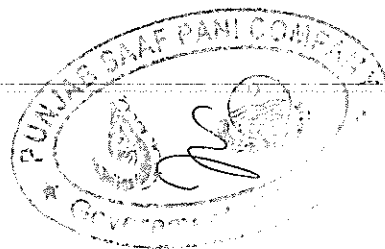
(Seal)



APPENDIX A - DESCRIPTION, DURATION AND SCHEDULE OF THE SERVICES

Scope of Work

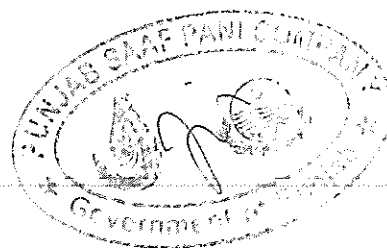
- i Vehicle will be provided model not beyond last three years that is 2013 down/below. Only from 2014 till to date model vehicles will be accepted.
- ii Vehicle will be provided with driver.
- iii Requirement of vehicles and place of duty so required can be anywhere and anytime throughout the province of Punjab.
- iv There might not be any early warning for the requirement of the vehicle.
- v Any delay in the provision of the same can hamper PSPC-S operational commitments which in no case acceptable to the organization and might lead to termination of the contract.
- vi During the travelling boarding and lodging of the driver will be his personal responsibility. However, PSPC-S will provide full assistance in this regards.
- vii All maintenance will be the responsibility of the bidder e.g. Oil changes, Service of vehicles etc.
- viii Driver will be given one day off either Sunday or whichever day as decided by the user. Besides only public holidays will be given to the driver as announced by the Government.
- ix Vehicle will be parked in offices premises after days' work or on holidays. However driver can keep the keys of the vehicle at his own risk.
- x Payments will be made on monthly basis.
- xi Company has a right to negotiate on above mentioned TORs in consultation with all bidders.
- xii During the course of duty, faulty vehicle will be replaced immediately by the vendor at the place of duty.



APPENDIX B - FINANCIAL CONDITIONS

Price for the Services (inclusive of all applicable taxes)

Sr. No.	Rental rates required for vehicles	Toyota Corolla or equivalent: 1300 CC from 2014 onwards	Toyota High Roof 14 seater or Equivalent from 2014 onwards	Toyota Coaster 24 seater or Equivalent from 2014 onwards	Toyota Vigo or Equivalent from 2014 onwards	Total Amount (PKR) Inclusive of all Taxes
Rate per month						
1	Bahawalpur Region					
2	Faisalabad Region					
3	DG Khan Region					
4	Multan Region					
Note: <ul style="list-style-type: none"> • Evaluation shall be done at Total Bid Price of each region. • Overwriting, cutting, use of fluid etc., are not allowed which may lead to cancelation of bid offered. • Incomplete or semi filled bid shall be treated as Non-Responsive. • Those bidder, who fulfil the eligibility criteria, will be treated as responsive bidder. 						



APPENDIX C – ACCEPTANCE CERTIFICATE

.....End of Document.....

DRAFT

