FRAMEWORK CONTRACT FOR HIRING OF VEHICLE RENTAL SERVICES ON MONTHLY BASIS FOR DISTRICT OFFICE FAISALABAD

(Bid Reference No. PHFMC-PROC/HIRING VEHICLE RENTAL SERVICES ON MONTHLY BASIS/DISTRICT OFFICE FAISALABAD/001/2020)

DISTRICT OFFICE, FAISALABAD
1. PHFMC District Office Faisalabad invites sealed bids from eligible Service Providers for the provision of following services:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Services</th>
<th>Qty</th>
<th>Duration</th>
<th>Estimated Cost (PKR) Approx.</th>
<th>Bid Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Hiring of Vehicle Rental Services with Driver on Monthly Basis</td>
<td>02</td>
<td>12 Months</td>
<td>PKR 1.8 Million</td>
<td>PKR36,000/- (2% of the Estimated Cost)</td>
</tr>
</tbody>
</table>

2. Bidding shall be conducted through Open Competitive Bidding (Single Stage-One Envelope) procedures specified in the Punjab Procurement Rules PPRA 2014, and is open to all eligible bidders as defined in the bidding document.

3. Interested eligible bidders may obtain bidding documents through payment of Rs. 1000 (Non-refundable) from the District Office of Punjab Health Facility Management Company (PHFMC) on address – PHFMC, C/O Commissioner Office, Faisalabad.

4. The bidders will follow the provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Bidding Documents as per PPRA rules 2014.

5. Sealed Bids must be delivered/ submitted to the PHFMC on or before 11:00 AM (Closing time), on 30th September, 2020 and must be accompanied by a Bid Security as mentioned above in the form of CDR, Pay Order, Demand Draft, or Banker’s Cheque from a Scheduled Bank of Pakistan in favor of District Manager Faisalabad, Punjab Health Facilities Management Company and tender will be opened on same day at 11:30 am.

6. Bids will be opened in the presence of bidders’ representatives who choose to attend at 11:30 am in the Office of PHFMC, on 30th September, 2020.

7. Taxes will be deducted as per applicable government rules/regulations. NTN and Sales Tax registration certificate must be provided along with bid.

8. The Procuring Agency has the right to disqualify supplier/bidder/contractor if it finds at any stage that information submitted by him was false/inaccurate/incomplete under PPRA rule 19.(2014)

9. For obtaining any further information or clarifications, please contact the concerned District Manager.

District Manager, Faisalabad
Punjab Health Facilities Management Company
Ph: 0304-1927226
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Part-I
Section I. Instructions to Service Providers

A. Introduction

1. Source of Funds

1.1 The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply apportion of the proceed of his budget to eligible payments under the contract for which this Invitation for Bids is issued.

2. Eligible Service Providers

2.1 This Invitation for Bids is open to all Service Providers, except as provided hereinafter.

2.2 Service Providers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

2.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government.

2.4 Service Providers shall not be under a declaration of blacklisting by any Government Department (Federal or Provinicial) or Punjab Procurement Regulatory Authority (PPRA).

3. Eligible Services

3.1 All Services (and/or Goods) to be supplied under the contract shall have their origin in eligible source countries, defined in the Bid Data Sheet (BDS), and all expenditures made under the contract will be limited to such Services (and/or Goods).

3.2 For purposes of this clause, “origin” means the place from where the services (and/or goods) are supplied, produced, mined, or grown. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Services (and Goods) is distinct from the nationality of the Service Provider.

4. Cost of Bidding

4.1 The Service Provider shall bear all costs associated with the Preparation and submission of its bid, and the Procuring Agency...
named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**B. The Bidding Documents**

5. **Content of Bidding Documents**

5.1 The Services required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

(a) Instructions to Service Providers (ITS)
(b) Bid Data Sheet
(c) Schedule of Requirements
(d) Terms of Reference
(e) Bid Submission Form
(f) Manufacturer’s Authorization Form
(g) Price Schedules
(h) Contract Form
(i) Performance Security Form
(j) General Conditions of Contract (GCC)
(k) Special Conditions of Contract (SCC)
(l) Annexure I - III

5.2 The Service Provider is 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 every respect will be at the Service Provider’s risk and may result in the rejection of its bid.

6. ** Clarification of Bidding Documents**

6.1 A prospective Service Provider requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser’s address indicated in ITS Clause 19.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Service Providers that have received the bidding documents.

7. **Amendment of Bidding Documents**

7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Service Provider, may modify the bidding documents by amendment.

7.2 All prospective Service Providers that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.
7.3 In order to allow prospective Service Providers reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Service Provider, as well as all correspondence and documents relating to the bid exchanged by the Service Provider and the Purchaser shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Service Provider may be in the same language.

9. Documents Comprising the Bid

9.1 The bid prepared by the Service Provider shall comprise the following components:

(a) a Bid Form and a Price Schedule completed in accordance with ITS Clauses 10, 11, and 12;

(b) documentary evidence established in accordance with ITS Clause 13 that the Service Provider is eligible to bid and is qualified to perform the contract if its bid is accepted;

(c) documentary evidence established in accordance with ITS Clause 14 that the Services and ancillary Goods to be supplied by the Service Provider are eligible Services and Goods and conform to the bidding documents; and

(d) bid security furnished in accordance with ITS Clause 15.

10. Bid Form

10.1 The Service Provider shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the Services to be supplied, a brief description of the Services, their country of origin, quantity, and prices.

11. Bid Prices

11.1 The Service Provider shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the Services it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be **delivered duty paid (DDP) prices**.

11.4 The Service Provider’s separation of price components in accordance with ITS Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser’s right to contract on any of the terms offered.

11.5 Prices quoted by the Service Provider shall be fixed during the Service Provider’s performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid
Data Sheet. A bid submitted with an **adjustable price quotation** will be treated as nonresponsive and will be rejected, pursuant to ITS Clause 24.

### 12. Bid Currencies

12.1 Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.

### 13. Documents Establishing Service Provider’s Eligibility and Qualification

13.1 Pursuant to ITS Clause 9, the Service Provider shall furnish, as part of its bid, documents establishing the Service Provider’s eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Service Provider’s eligibility to bid shall establish to the Purchaser’s satisfaction that the Service Provider, at the time of submission of its bid is eligible as defined under ITS Clause 2.

13.3 The documentary evidence of the Service Provider’s qualifications to perform the contract if its bid is accepted shall establish to the Purchaser’s satisfaction:

(a) that, in the case of a Service Provider offering to supply Services and ancillary Goods under the contract which the Service Provider did not produce or manufacture, the Service Provider has been duly authorized by the original Service provider or ancillary goods’ Manufacturer or producer to supply the in Pakistan;

(b) that the Service Provider has the financial, technical, and production capability necessary to perform the contract;

(c) that, in the case of a Service Provider not doing business within Pakistan, the Service Provider is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Service Provider’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Terms of Reference; and

(d) that the Service Provider meets the qualification criteria listed in the Bid Data Sheet.

### 14. Documents Establishing Services’ and ancillary Goods’ Eligibility and Conformity to Bidding Documents

14.1 Pursuant to ITS Clause 9, the Service Provider shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all Services and ancillary goods which the Service Provider proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the Services and ancillary Goods shall consist of a statement in the Price Schedule of the country of origin of the Services and ancillary Goods.
offered which shall be confirmed by a **certificate of origin** issued at the time of shipment.

14.3 The documentary evidence of conformity of the Services and ancillary Goods to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the Services and ancillary Goods;

(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Services and ancillary Goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the Services and ancillary Goods by the Purchaser; and

(c) an item-by-item commentary on the Purchaser’s Terms of Reference demonstrating **substantial responsiveness** of the Services and ancillary Goods to those Terms of Reference and / or specifications, or a statement of deviations and exceptions to the provisions of the Terms of Reference.

14.4 For purposes of the commentary to be furnished pursuant to ITS Clause 14.3(c) above, the Service Provider shall note that standards for workmanship, material, and equipment, as well as references to brand name so catalogue numbers designated by the Purchaser in its Terms of Reference, are intended to be descriptive only and not restrictive. The Service Provider may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser’s satisfaction at the substitutions ensure substantial equivalence to those designated in the Terms of Reference.

15. **Bid Security**

15.1 Pursuant to ITS Clause 9, the Service Provider shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Purchaser against the risk of Service Provider’s conduct which would warrant the security’s forfeiture, pursuant to ITS Clause 15.7.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

(b) Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker’s cheque valid for thirty (30) days beyond the validity of bid.
15.4 Any bid not secured in accordance with ITS Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITS Clause 24.

15.5 Unsuccessful Service Providers’ bid security will be charged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITS Clause 16.

15.6 The successful Service Provider’s bid security will be discharged upon the Service Provider signing the contract, pursuant to ITS Clause 32, and furnishing the performance security, pursuant to ITS Clause 33.

15.7 The bid security may be for fited:

(a) if a Service Provider withdraws its bid during the period of bid validity specified by the Service Provider on the Bid Form; or

(b) in the case of a successful Service Provider, if the Service Provider fails:

   (i) to sign the contract in accordance with ITS Clause 32; or
   
   (ii) to furnish performance security in accordance with ITS Clause 33.

16. Period of Validity of Bids

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITS Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Service Provider’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security provided under ITS Clause 15 shall also be suitably extended. A Service Provider may refuse the request without forfeiting its bid security. A Service Provider granting the request will not be required nor permitted to modify its bid, except as provided in ITS Clause 16.3.

16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.

17. Format and Signing of Bid

17.1 The Service Provider shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.
17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Service Provider or a person or persons duly authorized to bind the Service Provider to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interline action, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

17.4 The Service Provider shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Service Provider is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The Service Provider shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

(a) Be addressed to the Purchaser at the address given in the Bid Data Sheet; and

(b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITS Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Service Provider to enable the bid to be returned unopened in case it is declared “late”.

18.4 If the outer envelope is not sealed and marked as required by ITS Clause 18.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

19. Deadline for Submission of Bids

19.1 Bids must be received by the Purchaser at the address specified under ITS Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITS Clause 7, in which case all rights and obligations of the Purchaser and Service Providers previously
subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids  
20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITS Clause 19 will be rejected and returned unopened to the Service Provider.

21. Modification and Withdrawal of Bids  
21.1 The Service Provider may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Service Provider’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITS Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Service Provider on the Bid Form. Withdrawal of a bid during this interval may result in the Service Provider’s forfeiture of its bid security, pursuant to the ITS Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser  
22.1 The Purchaser will open all bids in the presence of Service Providers’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The Service Providers’ representatives who are present shall sign an attendance sheet evidencing their presence.

22.2 The Service Providers’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Service Provider pursuant to ITS Clause 20.

22.3 Bids (and modifications sent pursuant to ITS Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Service Providers.

22.4 The Purchaser will prepare minutes of the bid opening.
23. Clarification of Bids

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Service Provider for a clarification of its bid. The request
for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Service Provider.

24.4 Prior to the detailed evaluation, pursuant to ITS Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITS Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Service Provider by correction of the nonconformity.

25. Qualification & Evaluation of Bids

25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Service Provider is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITS Clause 13.3.

25.2 The determination will take into account the Service Provider’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Service Provider’s qualifications submitted by the Service Provider, pursuant to ITS Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.
25.3 The Purchaser will **Technically evaluate** and compare the bids which have been determined to be substantially responsive, pursuant to ITS Clause 24, as per Terms of Reference required

25.4 The Purchaser’s **financial evaluation** of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.

### Alternate

25.5 **Quality & Cost-based Selection:**

The following merit point system for weighing evaluation factors can be applied if specified in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

*[In the Bid Data Sheet, choose from the range of]*

- Price of the Services and ancillary Goods: 60 to 90
- Quality, technology and metallurgy: 0 to 20
- Performance and productivity: 0 to 20
- Standardization: 0 to 20
- Projected life-cycle cost: 0 to 20
- Operating and maintenance costs: 0 to 20
- Cost of spare parts and after-sales-service: 0 to 20

Total: 100

The bids coring the highest number of points will be deemed to be the lowest evaluated bid.

26. **Contacting the Purchaser**

26.1 Subject to ITS Clause 23, no Service Provider shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e. 10 days before the contract is awarded. If the Service Provider wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.

26.2 Any effort by a Service Provider to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Service Provider’s bid.

### F. Award of Contract

28. **Award Criteria**

28.1 Subject to ITS Clause 30, the Purchaser will award the contract to the successful Service Provider whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Service Provider is determined to be qualified to perform the contract satisfactorily.

29. **Purchaser’s Right to Vary Duration and**

29.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of Services and ancillary Goods originally
Quantities at Time of Award

specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

30. Purchaser’s Right to Accept or Reject All Bids

30.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Service Provider or Service Providers or any obligation to inform the Service Provider or Service Providers of the grounds for the Purchaser’s action.

31. Notification of Award

31.1 Prior to the expiration of the period of bid validity, the Purchaser will not if the successful Service Provider in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

31.3 Upon the successful Service Provider’s furnishing of the performance security pursuant to ITS Clause 33, the Purchaser will promptly notify each unsuccessful Service Provider and will discharge its bid security, pursuant to ITS Clause 15.

32. Signing of Contract

32.1 At the same time as the Purchaser notifies the successful Service Provider that its bid has been accepted, the Purchaser will send the Service Provider the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

32.2 Within seven (07) days of receipt of the Contract Form, the successful Service Provider shall sign and date the contract and return it to the Purchaser.

33 Performance Security

33.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Service Provider shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

33.2 Failure of the successful Service Provider to comply with the requirement of ITS Clause 32 or ITS Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Service Provider or call for new bids.
34. Corrupt or Fraudulent Practices

34.1 The Procuring Agency requires that Service Providers, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined 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,

(iii) “collusive practice” is an arrangement among Service Providers (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;

(b) The Procuring Agency will reject a proposal for award if it determines that the Service Provider recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

34.2 Furthermore, Service Providers shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.
# Part-I

## Section II. Bid Data Sheet

The following specific data for the Services and ancillary goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Service Providers (ITS) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITS.

### Introduction

| ITS 1.1 | Name of Procuring Agency: District Office Faisalabad, Punjab Health Facilities Management Company. |
| ITS 1.1 | Name of Contract: **Hiring of Vehicle Rental Service on Monthly Basis** |
| ITS 4.1 | Name of Purchaser: “District Manager Faisalabad, District Office Faisalabad Punjab Health Facilities Management Company” Address: Commissioner Office, Faisalabad |
| ITS 6.1 | For clarification purposes, the Employer’s address is: “District Manager Faisalabad, District Office Faisalabad Punjab Health Facilities Management Company” Requests for clarification shall be received by the Employer no later than **30.09.2020**. |
| ITS 8.1 | Language of the bid is: **English** |

### Bid Price and Currency

| ITS 11.2 | The price quoted shall be Delivered Duty Paid at the following locations in accordance with the Terms of Reference / Schedule of Requirements including the delivery charges: **On locations as mentioned in TORs.** |
| ITS 11.5 | The price shall being **Pak Rupees** and shall be **fixed.** |

### Preparation and Submission of Bids

| ITS 13.2 | **a.** Certificate of Registration of Rental Service Business with the relevant body /authority.  
**b.** NTN and GST Registration Certificate  
**c.** Registration with Punjab Revenue Authority(PRA)  
*In case of exemption from any tax, attach a duly issued and valid Exemption Certificate must be attached.* |
### ITS 13.3 (d) Qualification requirements

In addition to ITS 13.1, ITS 13.2, and ITS 13.3 (b), the potential Service Provider must also fulfill the following:

a) The Service Provider must be in the for at least last 3-year.

b) **Authority Letter** on firm / company letterhead authorizing the relevant person to represent the company (format of Authority Letter is placed at Annexure-I).

c) **Undertaking** on judicial paper for Correctness of Information and Eligibility that the Company / Firm etc. is not blacklisted (format of Undertaking is placed at Annexure-II).

### ITS 15.1 Amount of Bid Security: 02% of PKR 1.8 Million

Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Bank Draft, or Pay Order in favor of "District Manager Faisalabad, District Office Faisalabad Punjab Health Facilities Management Company, Commissioner Office, Faisalabad" having its validity 120 days from the date of opening of bid.

**NOTE:** The amount of Performance Security is 05% of the Contract Price to be provided by the successful bidder before contract signing.

### ITS 16.1 Bid Validity Period: 90 days after the date of opening of bid.

### ITS 17.1 Number of Copies:

**Original** along with **One Copy** of the bid marked as “ORIGINAL” and “COPY” on the inner envelopes and then place all 3 envelopes in a common outer envelope containing name of the bidding Company/Firm etc. with the following line as subject:

“Bid for Hiring Vehicle Rental Service on Monthly Basis”

### ITS 18.2 (a) Address for Bid Submission: “District Manager Faisalabad, District Office Faisalabad Punjab Health Facilities Management Company” Address: Commissioner Office, Faisalabad

### ITS 18.2 (b) IFB Title and Number:

**Title:** FRAMEWORK CONTRACT FOR HIRING OF VEHICLE RENTAL SERVICES ON MONTHLY BASIS FOR DISTRICT OFFICE FAISLABAD

**Number:** PHFMC-PROCHIRING VEHICLE RENTAL SERVICES ON MONTHLY BASIS/DISTRICT OFFICE FAISLABAD/001/20

### ITS 19.1 Deadline for Bid Submission: 30.09.2020
| ITS 22.1 | Time, Date, and Place for Bid Opening:  
| | **Time:** 11:30 hours  
| | **Date:** 30.09.2020  
| | **Place:** “District Office Faisalabad Punjab Health Facilities Management Company”  
| | **Address:** Commissioner Office, Faisalabad |

### Bid Evaluation

| ITS 25.3 | Criteria for bid evaluation: **Lowest responsive Delivered Duty Paid (DDP) bid offered by the qualified Service Provider.** |

### Contract Award

| ITS 29.1 | Percentage for quantity increase or decrease: Estimated cost is just indicative; being Framework Contract, the actual requirement under this contract depends upon the need of Procuring Agency. |
### Part-I
### Section III. Schedule of Requirements

<table>
<thead>
<tr>
<th>Sr. #</th>
<th>Location</th>
<th>Description</th>
<th>Qty</th>
<th>Response Time</th>
</tr>
</thead>
</table>
| 01    | District Office Faisalabad Punjab Health Facilities Management Company or a place desired by the Procuring Agency. | 2700 cc or above Toyota Hi-roof (Diesel Based) or equivalent; 14-16 Seater (2015 Model or above) with driver (having valid license)
OR
Toyota High Roof/Grand Cabin (Imported) 2700 CC (Petrol Based) Model 2010-2015 Registered 2015-2019 | 01 | 01 |

The required Vehicle(s) shall be made available to Procuring Agency on 4 hours’ notice.

*NOTE: This Schedule of Requirements complements the provisions in To Rs.*
Part-I
Section IV. Terms of Reference (TORs)

Background
The Mobile Health Unit provides Primary health care services in deep and remote areas of Punjab. The MHU team consists of, Medical Officers, dispenser, and paramedic staff. MHU is equipped with high tech and compact medical equipment which include X-ray machine, Ultra-Sound machine and mini laboratory (Oxygen tank). MHUs also include a small Dispensary consisting of intravenous kits, a ready supply of contraception, and dozens of medications for common sicknesses. The main reason for mobile health care is provision of accessible services that are welcoming to homeless people who can’t or won’t go to fixed-site clinics. For this purpose the Authority has decided to procure staff van on rental basis for pick and drop service for timely commute of the staff of PHFMC at the selected location (throughout Punjab) of Mobile Health Unit.

SCOPE OF SERVICES
1. The scope of Services encompasses provision of Rental Vehicle on monthly basis, to fulfill travel requirements of Staff of PHFMC at the selected location (anywhere in Punjab) of Mobile Health Unit on the basis of a Frame work Contract.
2. Initially the contract is for Financial Year 2020-21 till 30th June 2021 which can further be extend able during Financial Year 2021-22 till September 30, 2021 subject to provision of satisfactory services from the selected vendor and mutual agreement between the Procuring Agency and the vendor.

Time Schedule
1. Routine working days are from Monday to Saturday how ever, occasionally Sunday is also a working day.

TORs
i. Toyota High Roof/Grand Cabin (Imported) Model 2010-2015 Fuel Type Petrol, Registration 2015-2019, 2700cc or above Or Toyota High Roof Dual AC and Fuel type Diesel Model 2015 or equivalent chauffeur driven in good condition shall be provided to PHFMC.
ii. The model of vehicle(s) should be registered on or after year 2015, well-maintained and in fine operating condition to ply the roads.
iii. Fuel for the vehicle will be provided by the procuring agency.
iv. Service/Maintenance or any kind of repair of the vehicle will be responsibility of the vendor.
v. The driver(s) shall be experienced, shall have a valid driving license and shall be in good health and provided adequate rest by the vendor.
vi. The vendor shall be bound to provide vehicle(s) and driver(s) on a notice of 12hours.
vii. If journey entails night stay, the driver(s) should be prepared accordingly and provision of accommodation to driver(s) shall be responsibility of the vendor.
viii. The vendor shall be responsible for insurance coverage, if any.
ix. Payment shall be processed by PHFMC on monthly basis as per convenience of the vendor. Payments shall be made promptly by the PHFMC, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider.

x. Payment relating to toll taxes etc will be responsibility of the vendor.

xi. The vendor shall only be paid according to the **Schedule of Prices** contained in the **Bid Submission Form** and **Contract Form**; no other claim of payment will be entertained by PHFMC.

xii. The vendor shall indemnify PHFMC against all losses / damages that may occur to PHFMC, its staff members or to a third party during the delivery of Services.

xiii. The vehicle should be owned or legally operated by vendor with all taxes, dues, finance installments (if any) paid.

xiv. Any dispute arising out of a particular trip shall in the first instance be referred to a Committee comprising vendor representative and the District Manager Lahore PHFMC may impose a one-time fine up to a reasonable limit on the vendor in the case of default by the vendor.
Part-I

Section V. Bidding Forms

1. Bid Submission Form

Date: ____________________
No: ____________________

To,
District Manager Faisalabad
Punjab Health Facilities Management Company (PHFMC)
Commissioner Office, Faisalabad

Having examined the bidding documents I/we, the undersigned, offer to provide Vehicle Rental Services on Monthly Basis to District Office Faisalabad Punjab Health Facilities Management Company (PHFMC) in conformity with the said bidding documents, including TORs contained therein, as per following Schedule of Prices:

<table>
<thead>
<tr>
<th>Sr.#</th>
<th>Description</th>
<th>Qty</th>
<th>Rent per Month (PKR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Rent of Vehicle including Driver</td>
<td>01</td>
<td></td>
</tr>
</tbody>
</table>

I / We undertake that, if my / our Bid is accepted, to provide the Services in accordance with the delivery schedule specified in the Schedule of Requirements and TORs.

If my / our Bid is accepted, I / we will obtain the guarantee of a bank in a sum equivalent to 05% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

I / We agree to abide by this Bid during the bid validity period starting from the date fixed for Bid opening under Clause 22 of the Instructions to Service Providers, and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by me / us to agents relating to this Bid, and to contract execution if I / we are awarded the contract, are listed below:
<table>
<thead>
<tr>
<th>Name and address of agent</th>
<th>Amount and Currency</th>
<th>Purpose of Commission or Gratuity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(if none, state “none”)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this ______________ day of ______________ 20 ___.

[signature] __________________________  [in the capacity of] __________________________

Duly authorized to sign Bid for and on behalf of __________________________
2. **Financial Proposal (Inclusive of All Applicable Taxes)**

<table>
<thead>
<tr>
<th>Sr. #</th>
<th>Description</th>
<th>Qty</th>
<th>Rent per Month per Vehicle (PKR)</th>
<th>Total Rent per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Rent of Vehicle including Driver</td>
<td>01</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Part-II

Section I. Contract Forms

1. Contract Form

THIS AGREEMENT made the _ day of ______________ 20 between District Manager District Office Faisalabad Punjab Health Facilities Management Company (PHFMC) Commissioner Office, Faisalabad (hereinafter called “the Purchaser”) of the one part and [name of Service Provider] of (hereinafter called “the Service Provider”) of the other part:

WHEREAS the Purchaser invited bids for Hiring Vehicle Rental Services on Monthly Basis and has accepted a bid by the Service Provider for the supply of these services at the following Schedule of Prices (hereinafter called “the Contract Price”):

<table>
<thead>
<tr>
<th>Sr.#</th>
<th>Description</th>
<th>Qty</th>
<th>Rent per Month (PKR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Rent of Vehicle including Driver</td>
<td>01</td>
<td></td>
</tr>
</tbody>
</table>

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) the Bid Form and the Price Schedule submitted by the Service Provider;
   (b) the Schedule of Requirements;
   (c) the Terms of Reference;
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) the Purchaser’s Notification of Award.
   (g) Annexure I-II

3. In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the good and services and the remedying of defects there in ,the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by ____________ the ______________ (for the Purchaser)

Signed, sealed, delivered by ____________ the ______________ (for the Service Provider)
Section II. Annexure

ANNEXURE-I

**Authority Letter**

(For signatory of Bidding Documents)(On Letterhead of the Firm /Company)

It is certified that [Insert name of firm / Company] having its registered office at [- ---- ], does hereby nominate, appoint and authorize Mr.--------, having CNIC No.----------hereinafter referred to as the “Signatory of Application”, to do in our name and on our behalf the following:

i. Sign and submit to **District Manager District Office Faisalabad Punjab Health Facilities Management Company (PHFMC) Commissioner Office, Faisalabad** or its authorized nominee, the Bid for Non-Consultancy Services for **Hiring Vehicle Rental Services on Monthly Basis**, in response to the advertisement dated [---] issued by The Procuring Agency and all other documents and instruments required to submit the Bid.

ii. execute all such contracts, deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and

iii. do and carry out all other actions as may be required by the Procuring Agency in connection with the Bidding process as a whole;

iv. To immediately notify The Procuring Agency in writing of any impending or actual revocation as well as any change in the terms of this Authority Letter.

v. To do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid in response to the above referred tender including signing and submission of all documents, instruments and deeds (including Correcting any deficiencies or mistakes there in),attending any meetings organized by the Procuring Agency (including pre-bid conference meetings and bid opening meetings) and providing information/responses to the Procuring Agency in all matters in connection with our Bid.

We,[Insert name of Firm/Company], do hereby ratify and confirm what so ever the Signatory of Application shall do by virtue of these presents and further agree that whatever the Signatory of Application shall do or cause to be done pursuant to this Authority Letter shall be binding onus.

Furthermore, each provision of this Authority Letter is severable and distinct from the others. The invalidity, illegality or unenforceability of any one or more provisions of this Authority Letter at any time shall not in any way affect or impair the validity, legality and enforceability of the remaining provisions hereof.
FOR: [INSERT NAME OF FIRM / COMPANY]
Signature: Name: ------------
Title:---------------
CNIC No.--------------

FOR SIGNATORY OF THE APPLICATION (Attorney)

Signature:----------
Name:--------------
Title:------------
CNIC/Passport No.----------

Note:
  i. In case of Firm, to be executed by all Partners
  ii. In case of Company, to be executed by Chief Executive
Undertaking for Correctness of Information and Eligibility
(To be printed on PKR 50 /100 Stamp Paper)

I, the undersigned, do hereby certify that all the statements made in the bidding documents and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by Procuring Agency at any time, if it deems necessary. The undersigned hereby authorize all concerned to furnish any additional information requested by the Procuring Agency to verify this statement regarding credentials of my firm / company.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Procuring Agency.

Moreover, the undersigned certify that my firm / company has not been declared ineligible / blacklisted by any of the Federal / Provincial Government entity / autonomous or semi-autonomous body or any other entity due to any reason whatsoever and is eligible to carry out the business for which this bid is being made.

Signed by an authorized representative
Name & Designation
CNIC No.-----------------
Name of the firm /company
Date:--------------

WitnessNo.1
Signature:
Name:
CNIC No.

Witness No. 2
Signature:
Name:
CNIC No.

Notarized by the Notary Public
2. PHFMC District Office Faisalabad invites sealed bids from eligible Service Providers for the provision of following services:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Services</th>
<th>Qty</th>
<th>Duration</th>
<th>Estimated Cost (PKR) Approx.</th>
<th>Bid Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Hiring of Vehicle Rental Services with Driver on Monthly Basis</td>
<td>01</td>
<td>12 Months</td>
<td>PKR 1.8 Million</td>
<td>PKR36,000/- (2% of the Estimated Cost)</td>
</tr>
</tbody>
</table>

2. Bidding shall be conducted through Open Competitive Bidding (Single Stage-One Envelope) procedures specified in the Punjab Procurement Rules PPRA 2014, and is open to all eligible bidders as defined in the bidding document.

10. Interested eligible bidders may obtain bidding documents through payment of Rs. 1000 (Non-refundable) from the District Office of Punjab Health Facility Management Company (PHFMC) on address – PHFMC, C/O Commissioner Office, Faisalabad.

11. The bidders will follow the provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Bidding Documents as per PPRA rules 2014.

12. Sealed Bids must be delivered/ submitted to the PHFMC on or before 11:00 AM (Closing time), on 30th September, 2020 and must be accompanied by a Bid Security as mentioned above in the form of CDR, Pay Order, Demand Draft, or Banker’s Cheque from a Scheduled Bank of Pakistan in favor of District Manager Faisalabad, Punjab Health Facilities Management Company and tender will be opened on same day at 11:30 am.

13. Bids will be opened in the presence of bidders’ representatives who choose to attend at 11:30 am in the Office of PHFMC, on 30th September, 2020.

14. Taxes will be deducted as per applicable government rules/regulations. NTN and Sales Tax registration certificate must be provided along with bid.

15. The Procuring Agency has the right to disqualify supplier/bidder/contractor if it finds at any stage that information submitted by him was false/inaccurate/incomplete under PPRA rule 19.(2014)

16. For obtaining any further information or clarifications, please contact the concerned District Manager.

District Manager, Faisalabad
Punjab Health Facilities Management Company
Ph: 0304-1927226