

BID SOLICITATION DOCUMENTS
FOR PROCUREMENT OF RENTAL VEHICLES

COMMISSIONERATE AFGHAN REFUGEES
KHYBER PAKHTUNKHWA

TENDER NOTICE

PROCUREMENT OF RENTAL VEHICLES

1. Commissionerate Afghan Refugees Khyber Pakhtunkhwa, Peshawar invites sealed bids under National Competitive Bidding from eligible rental vehicles service providers for provision of rental vehicles (without driver) as per details mentioned in schedule "A" of bidding documents.
2. Bidders must fulfill the following mandatory criteria, otherwise bids will be rejected.
 - I. Valid Income Tax Registration Certificate (Active Status is mandatory)
 - II. Valid Registration with Khyber Pakhtunkhwa Revenue Authority (KPRA) (Active Status is mandatory)
 - III. Bid Security amounting to Rs 100,000/- in the shape of CDR in the name of Commissioner Afghan Refugees Khyber Pakhtunkhwa.
3. Bidding shall be conducted through Single Stage– Single Envelope Bidding Procedure comprising a single package containing financial proposal as per Public Procurement Rules 2004. The firm/s are bound to provide complete information of the bidder along with its postal as well as valid email address and phone number/s on the respective envelope.
4. The nature of contract shall be framework agreement initially for the period of six months wherein the rates at Schedule-A shall be finalized and the bidders shall supply the same as and when needed by the CAR KP over the contract period.
5. Bidding documents, detailed description, and quantities of items, can be obtained free of cost from the office of the undersigned during office hours. The Bidding Documents can also be downloaded from official websites of CAR KP and PPRA at www.kpkcar.org and www.ppra.org.pk respectively.
6. The bids shall reach to the Office of undersigned through registered Dak/Courier Services or by hand submission on or before 07.06.2023 at 11:00 AM. The bids will be opened on the same day by the Procurement committee in the presence of Representatives of the bidders who intends to attend at 11:30 AM in the office of the undersigned. Bid received after due date & time shall not be entertained.
7. Bids shall be quoted in Pak Rupees and shall be inclusive of all taxes where applicable.
8. The undersigned reserves the right to reject any or all the bids as per provisions of Rules.

**Additional Commissioner (Security),
Commissionerate for Afghan Refugees (CAR), Phase-V, Hayatabad, Peshawar,
Khyber Pakhtunkhwa
Phone: 091-9217474**

Instructions to Bidders

A. General

IB.1 Scope of Bid

The Procuring Entity as defined in the Bidding Data (hereinafter called ‘the Procuring Entity’) intends to receive Bids hiring of rental vehicles summarized in Bidding Data (hereinafter called ‘the services’). Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

IB.2 Eligible Bidders

Bidding is open to all firms and persons who fulfill the conditions given in the Invitation for Bids and Bidding Documents.

IB.3 Cost of Bidding

The bidder shall bear all costs associated with preparation and submission of its bid.

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

In addition to invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum/corrigendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedule A to Bid
3. Conditions of Contract & Contract Data
4. Standard Form of Contract Agreement

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) about Bidding Documents may notify the Procuring Entity at the Procuring Entity’s address indicated in the Bidding Data.
- 5.2 A procuring entity may ask bidder for clarification of the bid.

IB.6 Amendment of Bidding Documents

- 6.1 At any time prior to the deadlines for submission of Bids, the Procuring Entity may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum/Corrigendum.
- 6.2 Any addendum/Corrigendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof and shall be uploaded on official website of CAR KP. Bidders shall acknowledge receipt of each addendum in writing to Procuring Entity.
- 6.3 To afford bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

All documentation related to public procurements of entities shall be in English or Urdu.

IB.8 Documents Comprising the Bid

The bid prepared by the bidder shall comprise the following components:

- (a) Covering Letter
- (b) Form of Bid duly filled, signed, and sealed, in accordance with Sub-Clause IB.13.3.
- (c) Bid Security furnished in accordance with Clause IB.12.
- (d) Documentary evidence in accordance with Clause IB.11

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before bidding as to the correctness and sufficiency of his Bid and of the rates entered in the Schedule.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering a Contract for execution of the services.

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall quote the rates given in the Schedule A to Bid.
- 10.2 The unit rates and prices in the Schedule of Rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder must possess and provide evidence of its eligibility as stipulated in Bidding Data.

IB.12 Bid Security

- 12.1 Each bidder shall furnish, as part of his bid, a Bid Security amounting to RS.100,000/- (Rupees One lac only) in the form of Deposit at Call issued by a Scheduled Bank in Pakistan in favor of the Procuring Entity valid for a period up to thirty (30) days beyond the bid opening date. The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid.
- 12.2 Any bid not accompanied by an acceptable Bid Security shall be considered by the Procuring Entity as non-responsive.
- 12.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

- 12.4 The bid security of successful bidder will become part of his performance security and will be returned along with additional security after the date of completion of contract period.
- 12.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) in the case of a successful bidder if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.20, or
 - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.19.2&19.3.

IB.13 Validity of Bids, Format, Signing and Submission of Bid

- 13.1 Bids shall remain valid for the period of thirty days after the date of bid opening.
- 13.2 Schedule to Bid is to be properly completed in its entirety and signed.
- 13.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 13.4 Each bidder shall prepare Original, and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them as "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 13.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). All pages of the bid shall be initialled and official sealed be affixed by the person or persons signing the bid.
- 13.6 The Bid shall be delivered in person, or through courier service or sent by registered mail, at the address to Procuring Entity as given in Bidding Data.

D. SUBMISSION OF BID

IB.14 Deadline for Submission, Modification & Withdrawal of Bids

- 14.1 Bids must be received by the Procuring Entity at the address as provided in Bidding Data not later than the time and date stipulated therein. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.
- 14.2 Bids submitted through telegraph, telex, fax, or e-mail shall not be considered.
- 14.3 Any bid received by the Procuring Entity after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 14.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Entity prior to the deadline for submission of bids.
- 14.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.12.5 (a).

E. BID OPENING AND EVALUATION

IB.15 Bid Opening, Clarification and Evaluation

- 15.1 The Procuring Entity will open the bids, in the presence of bidders' or their representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 15.2 The bidder's name, Bid Prices, the presence or absence of Bid Security, and such other details as the Procuring Entity at its discretion may consider appropriate, will be announced by the Procuring Entity while opening the bid. The Procuring Entity will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
- 15.3 To assist in the examination, evaluation and comparison of Bids, the Procuring Entity may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 15.4 Prior to the detailed evaluation, the Procuring Entity will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents. It will include determining the requirements listed in Bidding Data.
- 15.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the nonconformity.
- 15.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Procuring Entity, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

IB.16 Process to be Confidential.

- 16.1 Any effort by a bidder to influence Procuring Entity in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid opening result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.17. Post Qualification

- 17.1 The Procuring Entity, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the bidder to provide information concerning their professional, technical, financial, legal or managerial competence: Provided that such qualification shall only be laid down after recording reasons therefor in writing. It shall form part of the records of that bid evaluation report.
- 17.2 The determination will consider the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

IB.18 Award Criteria & Procuring Entity's Right

- 18.1 Subject to Sub-Clause IB.18.2, the Procuring Entity will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.17.
- 18.2 Notwithstanding Sub-Clause IB.18.1, the Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Entity's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.19 Notification of Award & Signing of Contract Agreement

- 19.1 Prior to expiration of the period of bid validity prescribed by the Procuring Entity, the Procuring Entity will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 19.2 Within seven (7) days from the date of furnishing of acceptance Performance Security under the Conditions of Contract, the Procuring Entity will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 19.3 The formal Agreement between the Procuring Entity and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Entity.

IB.20 Performance Security

- 20.1 The successful bidder shall furnish to the Procuring Entity a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of seven (07) days after the receipt of Letter of Acceptance.
- 20.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.19.2 & 19.3 or 20.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

BIDDING DATA

Instructions to Bidders

Clause Reference

1.1 Name of Procuring Entity

Commissionerate Afghan Refugees Khyber Pakhtunkhwa, Peshawar

Brief Description of Works

Provision of rental vehicles (without driver) which must be insured by third parties against damages and other liabilities

5.1 Procuring Entity's address:

Near PDA building, Plot#6, Sector B-1, Offices Enclave, Phase 5, Hayatabad, Peshawar

10.2 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 Bidder Eligibility Criteria

S#	Description	Supporting annexure if any	Mark tick if provided with bid
1	Valid Income Tax Registration Certificate (<i>Active Status is mandatory</i>)		
2	Valid Registration with Khyber Pakhtunkhwa Revenue Authority (KPRIA) (<i>Active Status is mandatory</i>)		
3	Bid Security in the shape Deposit at Call Receipt (CDR) of Rupees One Hundred Thousand		

11.3 Award of Bid

Bid will be award to lowest bidder among eligible bidders.

12.1 Amount of Bid Security

Rs 100,000/- (Rupees One Hundred Thousand only)

13.1 Period of Bid Validity

Thirty (30) after deadline for bid submission

13.4 Number of Copies of the Bid to be submitted.

One original plus one copy.

13.6 Procuring Entity's Address for the Purpose of Bid Submission

Office of the Additional Commissioner (Security), Near PDA building, Plot#6, Sector B-1, Offices Enclave, Phase 5, Hayatabad, Peshawar

14.1 Deadline for Submission of Bids

11:00 AM on 07-06-2023

15.1 Venue, Time, and Date of Bid Opening Venue:

Office of the Additional Commissioner (Security), Near PDA building, Plot#6, Sector B-1, Offices Enclave, Phase 5, Hayatabad, Peshawar

Time: 11:30 AM

Date: 07-06-2023

15.4 Responsiveness of Bids

- (i) The Bid is valid till required period,
- (ii) The Bid prices are firm during currency of contract
- (iii) The Bidder is eligible to Bid and possesses the requisite capability and qualification.

FORM OF BID
(LETTER OF OFFER)

To:

The Additional Commissioner (Security),
Commissionerate Afghan Refugees KP,
Peshawar.

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Schedule A and Addendum/Corrigendum Nos. _____ for provision of transportation services , we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to provide the services in conformity with the said Documents including Addendum/Corrigendum thereto.
2. We understand that the Schedule attached hereto forms part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security amount of Rupees One hundred thousand (Rs 100,000) in favor of Commissioner Afghan Refugees KP, valid for a period of six months (if contract not extended) beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to provide rental vehicles for official duty on monthly rental as comprised in the contract mentioned in Scheduled A.
5. We agree to abide by this Bid for the period of six months (180 days) from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We do hereby declare that the Bid is made without any collusion or arrangement with any other person or persons making a bid for the services.

Dated this _____ day of _____, 2023

Signature _____

in the capacity of _____

duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____ NIC No. _____

Address: _____

PREAMBLE TO SCHEDULE- A

- 1) The Schedule of Prices shall be read in conjunction with the Conditions of Contract and Contract Data.
- 2) The rates and amounts entered in the Schedule shall be the rates at which the contractor shall be paid after deducting all applicable taxes.
- 3) The rate shall be entered against each item in Schedule A.
- 4) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

SCHEDULE A TO BID
RENTAL VEHICLE CHARGES

S#	Name Description Rental Vehicle	& of	Number of Vehicles	Model (Year)	Rent without Driver (inclusive of all prevailing taxes)	
					Per Day	Per Month
1	Toyota Corolla, GLI or equivalent (1300 CC) (without driver) Vehicles must be insured by a third party against damages and liabilities therein.		06	2023		
2				2022		
3				2021		
4				2020		
5				2019		
6				2018		

Seal & Signature of Bidder: _____ Date: _____

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specifications” means the document as listed in the Contract Data, including Procuring Entity’s requirements in respect of rates for different destinations.

Persons

- 1.1.3 “Procuring Entity” means the officer mentioned in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.4 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Entity) any assignee.
- 1.1.5 “Party” means either the Procuring Entity or the Contractor.

Dates, Times and Periods

- 1.1.6 “Commencement Date” means the date named in the Contract.
- 1.1.7 “Day” means a calendar day.
- 1.1.8 “Period” means the period of the Contract.
- 1.1.9 “Country” means the Islamic Republic of Pakistan.
- 1.1.10 “Province” means Khyber Pakhtunkhwa.
- 1.1.11 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.

1.2 Interpretation

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Pakistan and Khyber Pakhtunkhwa Province.

1.5 Statutory Obligations

The Contractor shall comply with the laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Services.

2 The Procuring Entity

2.1 Procuring Entity's Instructions

The Contractor shall comply with all instructions given by the Procuring Entity in respect of the Services.

2.2 Approvals

No approval or consent or absence of comment by the Procuring Entity shall affect the Contractor's obligations.

3. PROCURING ENTITY'S REPRESENTATIVES/AUTHORIZED PERSON

The Procuring Entity shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Entity shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

4. Performance Security

The bid security of successful bidder will be retained till the date of completion of contract period and shall be dealt as part of a performance security. Moreover, upon issuance of letter of acceptance, the successful bidder will submit additional performance security amounting to PKR. 100,000/- in the shape of deposit at call in the name of Commissioner Afghan Refugees KP. The total performance security amounting to PKR. 200,000/- will be returned after the successful completion of the contract.

5. Payment

The Contractor shall submit every month to the Procuring Entity a statement/bill/invoice showing the amounts to be paid against the services provided.

6. Currency

Payment shall be in the currency stated in the contract data.

8. DEFAULT

8.1. Defaults by Contractor

If the Contractor abandons, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Entity may give notice referring to this Sub-Clause and stating the default. If the Contractor has not taken all practicable steps to remedy the default within seven (07) days after receipt of the Procuring Entity's notice, the Procuring Entity may by a second notice given within a further seven (07) days, terminate the Contract.

10. RESOLUTION OF DISPUTES

10.1. Arbitration

A dispute shall be settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data.

CONTRACT DATA

1.1.3 The Procuring Entity means

Commissioner Afghan Refugees Khyber Pakhtunkhwa

1.1.4 The Contractor means

1.1.6 Commencement Date means the date when both the parties signs the Contract Agreement.

1.3 Documents forming the Contract listed in the order of priority:

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) The completed Schedule A to Bid
- (e) Conditions of Contract
- (f) Contract Data

3. Authorized Person:

Additional Commissioner (Security) shall act for Procuring Entity as authorized person.

4.3. Performance Security:

Amount Rs.200,000 (Rupees Two Hundred Thousand only)

Validity During currency of the contract

7. Currency of payment: Pak. Rupees

10. Arbitration

Place of Arbitration: Commissionerate Afghan Refugees KP, Peshawar

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the day _____ of _____ 2023 between the Commissioner Afghan Refugees KP (hereinafter called “Procuring Entity”) of the one part and _____ (hereinafter called the “Contractor”) of the other part.

WHEREAS the Procuring Entity is desirous that rental vehicles should be provided by the Contractor on monthly basis and has accepted the Bid by the Contractor for the provision of such services.

NOW this Agreement witnesses 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 hereinafter referred to.
2. The following documents after incorporating addendum/Corrigendum, if any except those parts relating to instructions to Bidders, shall be deemed to from and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance.
 - (b) The completed Form of Bid along with Schedules A to Bid;
 - (c) Conditions of Contract & Contract Data.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to provide the rental vehicles in conformity and in all respects within the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor, in consideration of the provision of the rental vehicles in accordance with the Contract, the sum as ay become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. The contract shall be effective initially for six months from the date of commencement and will be extendable for another year upon satisfactory performance and as per rules and mutual consent of both the parties.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contractor

Signature of the Procuring Entity

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness

(Name, Title and Address)

(Name, Title and Address)