

## **Universal Service Fund**

(A Guarantee Limited incorporated under Section 42 of the repealed Companies Ordinance 1984 presently Companies Act 2017)

# "Pre-qualification of Companies/Firms/Consortium for the provision of rental vehicle services for USF panel nationwide"

## Tender ID: "USF/TDRS/ADMIN/2023-24/11"

#### Issued at Islamabad

| USFCo<br>Office # 310-312, Third Floor, Evacuee Trust<br>Complex, Sector F-5/1,<br>Islamabad Pakistan. | Tel: 051 9212308-09<br>Fax: 051 9214261<br>URL: www.usf.org.pk |
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#### 1. INTRODUCTION

Universal Service Fund Company ("USF Co") is a Guarantee Limited incorporated under Section 42 of the repealed Companies Ordinance 1984 presently Companies Act 2017 established by the Government of Pakistan (Ministry of Information Technology & Telecom) in pursuance of Universal Service Fund Rules, 2006 ("USF Rules") promulgated by Federal Government of Pakistan in exercise of the powers conferred under clause (ab) of Sub Section (2) of Section 57 of the Pakistan Telecommunication (Re-organization) Act, 1996. The primary objective of USF Co is to plan, develop and execute Tele-Communication Network Projects and Services in un-served, underserved and remote areas of Pakistan, mainly through disbursement of subsidy received from the Government of Pakistan.

USF invites sealed bids / proposals from capable firms / companies/consortium, registered with Federal Board of Revenue (FBR) for Income Tax and Sales Tax (Relevant Authority), for provision of car rental services to facilitate its employees (hereinafter refereed as "Services"), as and when required basis.

#### 2. INVITATION FOR PRE-QUALIFICATION

- I. USF is entrusted by the Government of Pakistan to plan, develop, and execute communication network projects and services to un-served and under-served areas of Pakistan.
- II. USF intends to invite proposals from eligible and capable companies/firms/consortium for providing the Services as and when required basis.
- III. USF invites proposals from well reputed companies/firms/consortium having valid FBR for Income Tax purposes and with relevant Tax/Revenue Authority for sales tax and are on Active Taxpayer List (ATL).
- IV. Invitation to bid for financial proposal will be issued by USF to qualified bidders after evaluation of proposals.
- Proposals for pre-qualification be clearly marked "Application for Pre-qualification to en-list car rental service provider" must be delivered at the address given below on or before 03:00 pm. (PST), 08-Dec-23

## Head of Procurement Department Universal Service Fund 3rd Floor, Evacuee Trust Complex, Agha Khan Road, F-5/1, Islamabad. Tel: 051 - 9212308-09, Fax: 051 – 9214261 Email: procurement@usf.org.pk

VI. USF may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. USF shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals but is not required to justify those grounds.

VII. Bidders will be informed, in due course, the result of the evaluation of the proposals. Only companies/firms/consortium prequalified under this process will be invited for submission of financial bid/quotations based on as and when required. The financial proposal can also be submitted online before the deadline.

#### 3. ELIGIBILITY CRITERIA

| Sr.No# | Attributes  | Ref. Page no. in proposal                      |
|--------|---|--|
| а.     | In case of company, Incorporation certificate from<br>security and exchange commission of Pakistan (SECP)<br>with valid NTN.  |  |
|        | In case of firm, Form-C issued by registrar of firms with valid NTN.  |  |
| b.     | Valid registration with FBR for income tax purposes<br>and with relevant Tax/Revenue authority and are on<br>Active Taxpayer List (ATL).  |  |
| С.     | The bidder shall provide an undertaking on letter head<br>that the bidder has not been declared blacklisted by<br>any Government/Semi-Government institutions.  |  |
| d.     | Bidders must have a minimum three (03) years of<br>relevant working experience at national level from the<br>date of registration with concerned authorities in<br>provision of similar services.   |  |
| e.     | A bid security in the form of a CDR/Pay Order/Demand<br>Draft , in the name of 'Universal Service Fund', of value<br>PKR 30,000/- (Pak Rupees Thirty Thousand Only) must<br>be attached in a separate envelope, with the technical<br>proposal.                       |  |
| f.     | Applicants are required to state, in their proposals, the<br>name, title, contact number and email address of the<br>applicant's authorized representative through whom<br>all communication shall be directed until the process<br>has been completed or terminated. |  |
| g.     | Compliance against each clause and sub-clause of<br>Bidding Document and ToR's must be attached by<br>signing & stamping each page of bidding document<br>and ToR's.  | Sign & stamp required on each page of this RFP |

#### 4. INSTRUCTION/GENERAL CONDITIONS

- a) USF will prequalify and enlist prospective bidders from among those who have submitted their proposals in accordance with the requirements of USF to provide the services described herein. Bidders technically qualified shall be enlisted in the list of prequalified bidders and will be awarded the contract for providing the services. The prequalified bidders shall be offered to submit their financials proposals/quotations, as and when required basis, and the work order shall be issued to lowest quoted qualified bidder.
- b) Proposals shall be submitted in English/Urdu language.
- c) USF shall reject any application in case of non-compliance with the requirements.
- d) The bidders must respond to all questions and provide complete information as advised in this document. Any lapses to provide essential information shall result in dis-qualification of the bidder.
- e) The prequalification or enlistments of service providers does not constitute or create a retainership.
- f) The Bidders shall bear all costs associated with the preparation and submission of their respective proposals and USF will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.
- g) USF requires that bidders under its contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the USF: Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
  - ii. "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
  - iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
  - iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
  - v. "Obstructive practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order

to materially impede USF investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- h. USF will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question.
- i. A panel of companies/ firms/consortium will be selected after an open and transparent bidding process in accordance with Public Procurement Regulatory Authority (PPRA) Ordinance, 2002, and Rules, Regulations and Guidelines made thereunder.
- j. The prequalified companies/ firms will be issued a letter of enlistment/contract initially, for period of three years. The service providers shall abide by all terms and conditions stipulated therein.
- k. The services will be procured on the basis of "AS AND WHEN REQUIRED".
- I. For clarification on any item of this BIDDING DOCUMENT, the bidder may send a written request, up till five (05) days before the proposal submission date.
- m. All clarifications will be communicated to the bidders through e-mail.
- n. Bidders shall ensure that the documents/information submitted with USF is true and correct. Misleading information or any forged document will lead to the termination of service immediately and strict legal action will be taken against the company/firm which may lead to blacklisting of company/firm.
- o. Bidders are under obligation to read and understand complete document, USF shall not be responsible for any of bidder(s) claim or complaint which may arise in result of non-reading or misreading document by Bidders.
- p. USF is the originator of document, any clarification or interpretation communicated by USF, whether in response of a query or otherwise, shall be deemed final, conclusive and will remain unquestioned.
- q. The original pre-qualification proposals shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder. Any such corrections must be initialed by the person or persons who sign(s) the pre-qualification proposals.
- r. Each page of the proposals shall be signed by an authorized representative of the Bidder. The representative's authorization shall be confirmed by Letter of Authorization on official letter head of the bidder accompanying the proposal.

- s. The Pre-qualification proposals shall be prepared and submitted together with 2 **(two) copies** in a plain sealed envelopes and one soft copy in **USB**.
- t. The Applicant must attach details of its locations and telephone numbers along with contact persons with the proposal.
- u. The proposals shall be submitted on or before 08-Dec-23, 03:00 pm and opened accordingly at 08-Dec-23, 03:30 pm in front of all the present bidders or their representatives.
- v. The evaluation of proposals will be carried out as per the evaluation criteria given in section7. The results of the evaluation will be communicated accordingly.
- w. The Blacklisted service provider(s) declared by USF, are barred from participating in this tender.

## 5. BID SECURITY / PERFORMANCE GUARANTEE

- a. A bid security in the form of a CDR/Pay Order/Demand Draft, in the name of 'Universal Service Fund', of value **PKR 30,000/-** (Pak Rupees Thirty Thousand Only) must be attached in a separate envelope, with the technical proposal.
- b. Any proposal not accompanied by an acceptable bid security shall be rejected by USF as non-responsive.
- c. Submission of bid security in a form other than that specified in clause 5(a) shall not be entertained and accepted. USF shall return such bids unopened to respective bidders.
- d. Bid Security of bidders who do not technically qualify shall be returned unopened after result announcement.
- e. Bid Security of technically responsive (qualified) Bidders will be released after ten (10) days of the signing of the contract with the successful bidder.
- f. Performance Guarantee (PG) equivalent to PKR 50,000/- (Fifty thousand only) in shape of Bank Guarantee shall be submitted by the successful bidder, which is mandatory. In case of non-submission of PG within the stipulated time as mentioned in Letter of Intent (LoI), USF shall proceed accordingly.
- g. Performance Guarantee submitted by successful bidder will be valid for a period of [term of contract].
- h. Performance Guarantee(s) will be released upon successful completion of contract.

#### 6. FINANCIAL PROPOSAL

I. Only the prequalified bidders will be awarded the contract, issued work order, and invited to submit their financial proposals/quotations, as and when required basis.

- II. Bidders shall mention the lump sum amount in financial proposal/quotations, which shall be inclusive of all applicable taxes, levies, duties, and fees as per prevailing laws.
- III. The bidders shall pay all such taxes, duties, fees, and other impositions levied under the applicable law and the payments to be made by USF shall be subject to such deductions and withholding as are required by prevailing law which shall be to the account of the service provider.
- IV. The request for pre-qualification shall remain valid for period of 120 days from the date of submission. USF will make an effort to complete the evaluation and communicate within this period.
- V. USF may communicate any other condition in this regard while calling financial proposals from prequalified bidders.

#### 7. EVALUATION CRITERIA

The bidder must satisfy USF that they have sufficient skilled team to carry out the services for USF which will be determined through submitted information.

Bidders meeting the minimum score shall be considered for pre-qualification.

| S. # | Criteria   | Points | Marks<br>obtaine | Remarks/Justifications |
|------|--|--------|------------------|------------------------|
| 1    | <ul> <li>Company Profile (List of clients, experience of staff etc.):</li> <li>i. Registered age of Company/Firm (5 Marks)</li> <li>ii. List of existing Clients (Min 03) (7.5 Marks)</li> <li>iii. List of past contracts with duration. (Min 10) (7.5 Marks)</li> </ul>  | 20     |                  |                        |
| 2    | <ul> <li>Vehicle and Office details (Details of vehicles, offices)</li> <li>i. Fleet size (Min 05 of each category) (10 Marks)</li> <li>ii. Proof of presence of self/partners nationwide. (10 Marks)</li> </ul>   | 20     |                  |                        |
| 3    | Financial Strength of the company<br>In order to assess the financial strength<br>of the bidder, bidders are required to<br>submit 'account maintenance<br>certificate' from their operating bank.<br>The account maintenance certificate<br>must include opening & closing<br>balance of previous six months, and<br>during the previous six months the | 10     |                  |                        |

#### (Minimum 35 marks required):

| credit transaction should equal 1.5<br>Millions |    |  |
|---|----|--|
| i. Grand Total                                  | 50 |  |

# Disclaimer: Zero marks shall be given for non-compliance of minimum criteria mentioned against each clause.

## 8. SUBMISSION, RECEIPT AND OPENING OF PRE-QUALIFICATIONS

I. All "PRE-QUALIFICATION PROPOSALS" prepared in view of instruction shall be delivered to,

#### **Head of Procurement Department**

#### **Universal Service Fund**

#### 3rd Floor, Evacuee Trust Complex, Agha Khan Road, F-5/1, Islamabad.

## Tel: 051 - 9212308-09, Fax: 051 – 9214261

#### Email: procurement@usf.org.pk

- II. Deadline for Submission: the closing time for the submission of the Pre-Qualification Proposals shall be 08-Dec-23, 03:00 pm. Pre-Qualification Proposals shall be marked on top "DO NOT OPEN BEFORE 08-Dec-23, 03:30 pm.
- III. Late Submission: Any pre-qualification proposal received after the deadline shall not be considered.

#### 9. AWARD OF CONTRACT

- a. The Bidder with the lowest bid (most advantageous bid), if not in conflict with any other law, rules, regulations or policy of the Federal Government shall be awarded the contract, within the original or extended period of bid validity.
- b. In the initial period of the contract, a letter of Intent (LoI) will be issued to the lowest Bidder (Most Advantageous Bidder) who shall submit Letter of Acceptance (LoA) within period provided in LoI. The Bidder, to whom LoI has been issued, will have to submit the performance guarantee within prescribed time in LoI.

- c. After submission of the LoA and performance guarantee it is expected that the contract will be signed within minimum possible time of receipt of performance guarantee by USF, failing which USF may proceed accordingly.
- d. In case of delay in submission of performance guarantee, USF may extend the timeline for submission of performance guarantee.

## Terms of Reference for Car Rental Services

## A. OBJECTIVES:

- i. To enlist the capable and eligible Companies/Firms/Consortium for Providing the Services i.e., car rental (as and when required basis).
- ii. To ensure cost effective Services to USF by service providers.
- iii. To ensure timely availability of services to USF.

## **B. SCOPE OF WORK:**

The Contractor will provide one or more rental vehicles with drivers on need basis. The type of vehicle rented will be appropriate to the needs of the particular trip. Please be aware that prices will be set at the quoted rates for the half year with the selected contractor. The services will be hired for use in any city of Pakistan as per requirement. The contractor will be selected for any one or more than one province as per their availability. <u>THE VENDOR MUST</u> <u>SPECIFY INTERSTED PROVINCE WHERE THEY MAY PROVIDE SERVICES.</u>

## 1- Requirement of Vehicles:

- a. The vehicles provided to USF Co. must be road-worthy, in excellent running condition and <u>NOT OLDER THAN THREE YEARS</u> from date of manufacturing in case of locally manufactured vehicle and date of import in case of imported vehicle.
- b. The vehicles categories should **not be below 1300cc sedan/ 4x4** (4/5 doors) as per requirement.
- c. Coasters/High roof vehicle shall be made available for rental use as and when required basis.
- d. The vehicle provided shall preferably be registered in the same province/area for which it is being used. However, exception may be given upon request.
- e. The vehicle should be equipped with necessary safety items.
- $f. \quad The vehicle should have good conditioned tyres.$
- g. The vehicle should be clean, inside & out and free from any unpleasant odor.
- h. In case of visit to remote area, the vehicle must carry the jerry can for extra fuel (30 liters) (Applicable for 4x4 vehicle only)
- 2- Features of Vehicles:

- a) ABS Breaks
- b) Genuine Anti-Lock System with full access Tracker.
- c) Air Conditioning (proper heating and cooling)
- d) Removable Sunshades (no tinting)
- e) Handy fire Extinguisher

#### 3- Work Order:

The orders shall be replaced through official email in following format:

| Sr.# | Name of USF | Cell | Location | Approx. | Require | d | Date of | Vehicle Type           |
|------|-------------|------|----------|---------|---------|---|---------|------------------------|
|      | Official    | #    |          | Days    | on      |   | Return  | (Model of latest three |
|      |             |      |          |         | (Date   | & |         | years)                 |
|      |             |      |          |         | Time)   |   |         |                        |

Upon receiving email through official ID, the vendor shall confirm the same by return email after filling the fields of aforementioned table.

This email shall be treated as confirmed order by USF.

#### 4- Replacement of Vehicle in Case of Breakdown:

The car rental company will be responsible to ensure that the cars provided to USFCo are fully maintained and are physically in absolute perfect condition for travelling. However, in an event that a car breaks down, the car rental company will arrange for its immediate replacement without delays. In case of remote site/area, reasonable travel time (6-12 hours) will be allowed to the car rental company to send the replacement, failure to which may lead to imposition of liquidated damages @ 15% per day of the purchase order but not exceed to the tune of purchase order.

#### 5- Fuel:

- a. The car rental company will ensure that in case USF Co requires a vehicle without fuel (per day basis) it should be handed over with a full tank of fuel. The same would be released with a full tank of fuel.
- b. The rate shall be quoted with fuel (per day/ per Km) as well.

#### 6- Drivers:

When vehicle is rented, the following terms and condition should be observed about the driver

- A. Must have a valid license
- B. Minimum 05 years of relevant experience.

- C. Familiar with the local routes and traditions/customs/language of area of travel.
- D. Maximum age limit: 60 years
- E. The Company/Firm will be responsible for the behavior/actions of the drivers and shall provide an immediate replacement in case of complaints/misconduct.
- F. Company/Firm must ensure the physically fitness of the driver.
- G. Any drug/smoking is strictly prohibited during driving.

#### 7- Travel Allowances & Accommodation:

USFCo will not provide any travel related allowance, accommodation or boarding and lodging arrangements to any driver. This will be the sole responsibility of the Car rental qualified bidder. The self-arranged accommodation of drivers should be within 15 kilometers of the stay of the USF employees.

#### 8- Log Book:

Company/Firm must maintain a logbook for each travel containing the complete travel details with mileage and locations. The daily travel must be signed by USF employee in the log book. These details must be provided to USF along with invoice

#### 9- Areas of Service:

The areas of service include:

- a. Entire Pakistan or
- b. Baluchistan only or
- c. Sindh only

Note: (Companies/Firms/Consortium who are willing to provide service throughout Pakistan will be given preference.

#### **10- Liquidated Damages**

In case of non-provision of the services by the service provider after a confirmed order to do so, a penalty of 25% per day would be charged upon each occurrence of such default. The maximum amount of liquidated damages shall be Rs. 50,000/- upon each occurrence, which shall be deducted/ adjusted from upcoming monthly invoices.

#### 11- Security

The Company/Firm providing services shall be responsible for the security of the driver, vehicle or any items coming along with the rented vehicle. USF Company will not be responsible for any loss whatsoever due to security risks, negligence of driver or otherwise.

#### 12- Payment Mechanism:

A single monthly consolidated invoice of completed travels, along with complete details of each travel duly signed by USF employee use of services (Relevant page of logbook) shall be submitted. No payments shall be made without the details of travel duly verified by relevant USF employee.

#### 13- List of POCs:

List of POCs with escalation level must be attached with the proposal.

#### 10. ANNEXURES

#### Annexure-A

Letter of Application

[Letterhead paper of the Applicant, including full postal address, telephone no., fax no., and e- mail address]

Date: .....

To, Deputy Manager-Admin, Universal Service Fund 3rd Floor, Evacuee Trust Complex, Sector F-5/1, Islamabad

Dear Sir/Madam

- 2. USF and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
- 3. USF and its authorized representatives may contact the following persons for further information, including General and Managerial Inquiries, Personnel Inquiries, Technical Inquiries, Financial Inquiries, if and when needed.

| S# | Name | Designation | Contact<br>Information |
|----|------|-------------|------------------------|
| 1. |      |             |                        |
| 2. |      |             |                        |
| 3. |      |             |                        |

- 4. This application is made with the full understanding that:
  - (a) bids by prequalified bidders will be subject to verification of all information submitted for prequalification at the time of bidding;
  - (b) USF reserves the right to:
    - (i) amend the scope and value of the Services; in such event bids will only be called from prequalified bidders who meet the revised requirements; and
  - (c) USF shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for actions at clause 4 (b)
  - (d) USF shall not be liable for consequence of, and shall be under no obligation to inform the applicant of the grounds for, actions taken under clause 4 (b).
- 5. I/We confirm that in the event that I/we bid, that bid as well as any resulting contract will be signed so as to legally bind me/us jointly and severally.
- 6. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail

| For and on behalf of |  |
|----------------------|--|
| Signature            |  |
| Name                 |  |
| Designation          |  |

## 1. Annexure-B/1

**Organizational Profile** 

## 2. Annexure-B/2

Personnel Capabilities

#### Particular Experience Record of Key Personals

Name of Applicant\_\_\_\_\_

|    | Name | Position | Qualification | Areas of Expertise |
|----|------|----------|---------------|--------------------|
| S# |      |          |               |                    |
| 1. |      |          |               |                    |
| 2. |      |          |               |                    |
| 3. |      |          |               |                    |
| 4. |      |          |               |                    |

| 5. |  |  |
|----|--|--|
|    |  |  |

#### 3. Annexure-C

|    | Details of Contracts of Similar Nature                                |
|----|---|
| 1. | Name/Title of Contract/Services/Work                                  |
| 2. | Name of Organization  |
| 3. | Organization Address/Contact Details                                  |
| 4. | Contract Duration (Years and Months)                                  |
|    | YearsMonths   |
| 5. | Any description detail, which may help Applicant to be pre-qualified. |
|    |   |

#### 4. Annexure-D

#### **Financial Capability**

For Financial Status assessment, the Bidders are required to submit bank statement of the last six (6) months and shall have minimum transaction worth of average 1.5 million.

## 5. Annexure-E

#### Affidavit

I ------ son of ------ CNIC ----- resident of ------ do here by Solomon affirms and declares that I have participated in the pre-qualification of rental vehicle services. I further declare that my Company/Firm ...... have never been blacklisted from Government/Semi-government organizations.

Deponent

Deponent