

The Punjab Masstransit Authority

Record of Meeting

Agenda	SUPPLY OF DIESEL TO GENERATORS AND RENDERING OF ALLIED SERVICES IN MULTAN METROBUS SYSTEM		
Date:	25-05-2017		
Venue	Committee Room, Punjab Metrobus Authority	Chair:	Mr. Rizwan Aziz, Manager Operations (Technical), PMA.

List of Participants:

1. Mr. Rizwan Aziz, Manager Operations (Technical), PMA
2. Mr. Noor Elahi, Assistant Manager (Mechanical), PMA
3. Mr. Nauman Liaqat, CEO, Fuel Direct (Pvt.) Ltd.
4. Mr. Usman Nawaz, Director, MEFCON Enterprises.

DECISIONS / DISCUSSIONS

The meeting started at 1130 hours. The Manager Operations (Technical), PMA formally welcomed the participants and started the meeting. Question and Answer session was conducted afterwards. Detailed Minutes of Meeting are attached as **Annex A**. The list of participants is attached as **Annex B**. The meeting ended at 1430 Hours with a note of "Thanks"

ANNEX- A

Sr. No	QUERIES / COMMENTS	PMA'S RESPONSE
1.	The specifications of 150KVA and 250 KVA have not been mentioned in Annex-L. Please also check Auxiliary Tank information regarding 150KVA generator installed at pumping station.	The specifications of 150 KVA installed at pumping station and 250 KVA to be installed at Command and Control Center have been added. There is no Auxiliary Tank with 150 KVA generator installed at pumping station located along the corridor. The changes are reflected in the Addendum attached with Minutes of Meeting (MOM)
2.	Page# 6 at Clause 2.8 replace word "Year" with "Monthly".	Agreed. The changes are reflected in the Addendum attached with Minutes of Meeting (MOM)
3.	Client must allow fuelling of control center and underpasses during non-operational hours. Clause 6.1.2 needs to be amended.	Agreed. The changes are reflected in the Addendum attached with Minutes of Meeting (MOM)
4.	RFP should clearly indicate in Section 48 that Penalty Mechanism is applicable on Service Provider in case of non-compliance on his part only. The Service Provider during his performance cannot be penalized in case of delay of any part to be done from Client side .	Agreed. The changes are reflected in the Addendum attached with Minutes of Meeting (MOM)
5.	The Service Provider's part in planning of weekly filling schedule may be acknowledged and Clause 6.1.1 may be changed accordingly.	Agreed. The changes are reflected in the Addendum attached with Minutes of Meeting (MOM)
6.	There should also be binding on the Client to follow mutually agreed Standard Operating Procedures (SOPs)	<p>Agreed. The following clause is added in Section 5 " CONTRACTUAL OBLIGATIONS, RIGHTS AND RESPONSIBILITIES OF THE PROCURER/CLIENT"</p> <p><i>The Client shall abide by mutually agreed SOPs as per Clause 6.1.9</i></p>

		The changes are reflected in the Addendum attached with Minutes of Meeting (MOM)
7.	Contractors must be allowed to fill the auxiliary tanks along with base tanks before commissioning of flow meter.	Agreed
8.	Amend clause 6.1.11 by replacing "owned by PMA" by "to be owned by PMA"	Agreed. The changes are reflected in the Addendum attached with Minutes of Meeting (MOM)
9.	Section 39 "Termination for Convenience" , The Service Provider will be compensated only for the fixed assets owned by him. This compensation seems exclusive of flow meters and dip rods, being supplied and commissioned by Service Provider ,eventually becoming Client's asset at commissioning, but at the same time partially recovered through monthly payments by Service Provider till completion of the Contract. It is suggested that compensation should include flow meters and dip rods also.	Agreed. The changes are reflected in the Addendum attached with Minutes of Meeting (MOM)
10.	Graduated dip rod can only be handed over to client at the commencement of contract once. They have been wrongly made part of fuel assembly as they are not one of the assembled components whereas assembly refers to the group of items that have been assembled. O& M of dip rod should not mean replacement	<p>Graduated dip rods must be made available at each station and shall be handed over and kept under the custody of Station Security Manager at the initiation of the Contract. O&M shall include repair / replacements in following cases:-</p> <ul style="list-style-type: none"> • Any wear / tear warranting repair / replacement with the passage of time. • Any damage caused by Service Provider's Team during reading,

11.	<p>Section 6.1.12</p> <p>a) Mobile app: IOS or android, please define?</p> <p>b) Client requirement/ customization to be defined and finalized before bidding.</p> <p>c) Confidentiality of online data connectivity feature cannot be ensured by contractors. Clause id invalid. Access can be restricted / controlled only.</p> <p>d) Online data connectivity has limitations, due to network connectivity e.g cell phone services are suspended or at time due to planned maintenance shut down services are not available for a few hours . Client will consider such factors reasonably.</p>	<p>a) Both</p> <p>b) Minimum data requirements are already defined in the clause. Customization would involve interface design at start of the project and whenever it requires during contract life</p> <p>c) Agreed. The changes are reflected in the Addendum attached with Minutes of Meeting (MOM).</p> <p>d) Agreed subject to verifiable evidence</p>
13.	<p>It is possible that client will provide base tank drawing from Manufacturer for its calibration as per Clause 6.1.16</p>	<p>No.</p>
14.	<p>In case of malfunctioning in flow meter or during such times that flow meter is under repair diesel quantity receiving shall be acknowledged as lower of :</p> <p>a) Quantity received as per dip</p> <p>b) Tank lorry dispenser</p>	<p>Such specific actions and various others will be defined in Standard Operating Procedures (SOPs) mutually developed and agreed by Client and Service Provider in the context of the contract and for the implementation of same.</p>
15.	<p>As per clause 6.1.15.How to ensure whether fuel assembly is in good working condition at the start of the contract? Has hydraulic leakage test or pressure tests been conducted? Contractor shall fill</p>	<p>As per Clause 5.8, PMA is responsible to provided fuel assembly in working condition through whatever means required..</p>

	all tanks gradually to the fuel level all those tanks that show no leakage after 15 days of having been filled to full level will be taken over rest would be reported to PMA for arranging repair / rectification of problem. Process would be repeated once PMA has arranged for necessary repairs.	
17.	Shape of all gensets tanks have same design or different.	The shape is same and supports dip rod reading without any bend in the rod .
18.	As per clause 6.1.17(b). " At a minimum " should be deleted . Fuel tests must be capped at 2 times in a month. Additional test may be conducted by authority on its own cost. However, if test result of any such test is found unsatisfactory the cost may be deducted from payment of contractor along with penalty. However same protocol would be followed as far as obtaining sample for fuel is concerned.	Agreed. The changes are reflected in the Addendum attached with Minutes of Meeting (MOM)
19.	Clause 6.2. spelling of "General" needs correction	Agreed. The changes are reflected in the Addendum attached with Minutes of Meeting (MOM)
	Clause 6.2.2 Human resource requirement needs to be deleted.	Agreed. The changes are reflected in the Addendum attached with Minutes of Meeting (MOM)
20.	Clause 6.2.9. Contractors must not be required to provide any security clearance to the client. It shall provide the client with the list of its employees along with CNIC number address etc. Client may obtain clearance on its own	Agreed. The changes are reflected in the Addendum attached with Minutes of Meeting (MOM)
21.	Clause 6.2.12. Material incidents should be limited to the scope of Service Provider as per contract	Agreed. The changes are reflected in the Addendum attached with Minutes of Meeting (MOM)


22.	<p>Clause 9.1.2. Contractors must receive payments within 7 days . Both the verification process of PMA operation wing and payment process by finance dept must be completed within 7 days internal process of client must not affect the contractor. Only invoice which is not complete or is not supported by required documents may be treated as exception.</p>	<p>Agreed. The changes are reflected in the Addendum attached with Minutes of Meeting (MOM)</p>
23.	<p>Annex-L .</p> <p>a) Tank capacity of J220C2 is 350 L not 340 L</p> <p>b) Estimated fuel consumption of J 220C2 at 75% load is 35 L instead of 34 L</p>	<p>Agreed. The changes are reflected in the Addendum attached with Minutes of Meeting (MOM)</p>
24.	<p>Annex-M Test No. 6: CFPP is not available. Also it is not part of both Lahore and RWP/ ISB contract ; why has it been included in Multab RFP? Any specific reason? Has it mistakenly been added?</p>	<p>Test No 6 CFPP has been deleted. The changes are reflected in the Addendum attached with Minutes of Meeting (MOM)</p>
25.	<p>Need to amend TECHNICAL EVALUATION criteria at Sr No. 2</p>	<p>Amended. The changes are reflected in the Addendum attached with Minutes of Meeting (MOM)</p>

ATTENDANCE SHEET- PRE BID MEETING

SUPPLY OF DIESEL TO GENERATORS AND RENDERING OF ALLIED SERVICES IN MULTAN METROBUS SYSTEM

ATTENDANCE SHEET

Place: Committee Room, PMA Office, 5th floor, Arfa Software Technology Park, Lhr Date: 25/05/2017 Time: 11:00 AM

Sr. No.	Name of Organization	Name of JV Partner (if any)	Representative's Name & Designation	Contact No.	Email Address	Signature
1	FUELDIRECT (PVT.) LTD.		NAUMAN LIADAT, CEO	0321-8410500	nauman@fueldirect.com.pk	
2	MEFCON ENTERPRISES		USMAN NAWAZ, DIRECTOR	0322-4956921	usman.nawaz@mecon.com.pk	
3						
4						
5						
6						
7						
8						
9						
10						

Addendum No1 to Tender Document

SUPPLY OF DIESEL TO GENERATORS AND RENDERING OF ALLIED SERVICES IN MULTAN METROBUS SYSTEM (MMBS)



PUNJAB MASSTRANSIT AUTHORITY

5th floor, Arfa Software Technology Park

346-B, Ferozpur Road, Lahore, Pakistan

Tel: 042 - 99028000 / 0321 - 9400385

email: rizwan.aziz@punjab.gov.pk

Dated: May 30, 2017

Addendum No.1 to the Tender Document

Due to some clarifications required in the Tender document, the following addendum is hereby issued; which shall form a part and parcel of the original document titled

SUPPLY OF DIESEL TO GENERATORS AND RENDERING OF ALLIED SERVICES IN MULTAN METROBUS SYSTEM (MMBS)

, issued and uploaded on May 30, 2017. The contents of this addendum shall supersede/replace pages 06, 09, 10, 11, 12, 13, 14, 28, 31, 38, 49 and 50 of the original RFP document, and shall be read as part of the RFP document uploaded on the following websites:

www.pma.punjab.gov.pk

www.ppra.punjab.gov.pk

Technology Park, 346-B, Ferozepur Road, Lahore - Pakistan, Email: rizwan.aziz@pma.punjab.gov.pk

- 1.3.7 Bidders are required to state, in their proposals, the name, title, fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- 1.3.8 The Procurer will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
- 1.3.9 The Procurer reserves the right to cancel the tender, accept or reject one or all bids without assigning any reason.

2. DEFINITIONS AND INTERPRETATIONS

In this Tender document (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context requires otherwise:

- 2.1. Applicable Laws** shall mean laws of the Government of Pakistan and the Government of Punjab
- 2.2. MMBS** shall mean the Multan Metrobus System
- 2.3. PMA** shall mean The Punjab Masstransit Authority, established by the Government of Punjab under the Punjab Masstransit Authority Act, 2015.
- 2.4. Client / Procurer** shall mean The Punjab Masstransit Authority (PMA)
- 2.5. Successful Bidder** shall mean the qualified Bidder with the lowest financial bid for providing services required under this RFP, who has the probability of award of contract, subject to necessary approvals and applicable policies.
- 2.6. Bidder** shall mean a Registered Company or an Association of Persons (AOP) or a Joint Venture that has submitted its bid as per the criteria/specifications listed.
- 2.7. Contract** shall mean the Service level agreement proposed to be entered into between the Procurer and the successful bidder, including all attachments and all documents incorporated by reference therein.
- 2.8. Monthly Charges** shall mean the amount payable by the Procurer to the Service Provider for one ~~year~~ **month** of Services.
- 2.9. Pre-Bid Meeting** shall mean the meeting conducted by the Procurer on the given date and time prior to the actual date of bid opening.

- 5.7. Be authorized to inspect decanting of fuel, condition of tank lorries, use of a Digital Testing Kit, or arrange testing of calibration of dispensing units or the flow meters in light of SOPs provided by the Service Provider as and when it so desires.
- 5.8. The Client shall hand over the existing fuel assembly to the Service Provider in working condition.

5.9. The Client shall abide by mutually agreed SOPs as per Clause 6.1.9

6. SCOPE OF WORK / SERVICES REQUIRED

The Punjab Masstransit Authority invites bids for supply of Diesel to MMBS Generators and rendering of allied services. The scope of this Tender covers a total of 45 Gensets. There are two Generators installed at each MMBS Station. In total, there are 21 Generators of 100 KVA each and 21 Generators of 200 KVA each with base tank of 190 liters and 340 liters respectively. Auxiliary fuel tanks of 500 liters (approximately) have also been installed at each station which serves both 100 KVA and 200 KVA Generators. One Generator of 150 KVA installed at Pumping station along the corridor with base tank of 150 327 liter (approximately). Two generators of 250 KVA each with base tank of 390 liters served by one Auxiliary fuel tank of 500 liters (approximately) will be installed for PMA Command & Control Centre Multan. General specifications of generators are provided as Annexure - L.

6.1. SPECIFIC REQUIREMENTS

The Service Provider shall:-

- 6.1.1. Provide fueling of diesel generators and timely evacuation from the corridor during non-operational hours as scheduled and directed by the Client. The Service Provider may propose new or change in filling schedule and request for its approval from the Client.
- 6.1.2. Arrange refueling of generators in a manner that during the bus operation hours the need to refuel any or all of the generators does not arise except Gensets at Pumping Station and Control Center.
- 6.1.3. Ensure security of fuel present in generators and auxiliary tanks, on 24-hour basis, 7 days per week (including public holidays), by implementing a system of theft prevention duly approved by the Client.
- 6.1.4. Guard against dispensing of impure or substandard Diesel to protect warranty rights of PMA by performing basic quality tests (Graduated Cylinder (1 L) Fuel Test, water test and flash point test) at each delivery.
- 6.1.5. Ensure accurate recording of fuel quantity supplied/decanted.
- 6.1.6. Control and monitor spillage during decanting of Diesel.
- 6.1.7. Control unauthorized access to flow meters, auxiliary tanks, fuel delivery pipes from auxiliary tank to base tank, and control valves.
- 6.1.8. Recognize and respond to security threats or breaches.

- 6.1.9. Establish, and provide the Client with Standard Operating Procedures (SOPs) for approval to re-fuel Generators and Auxiliary tanks and strictly abide by them.
- 6.1.10. Maintain on-site as well as off-site record (e.g. log book) of all re-fueling activity. (Generator readings, quantity delivered at each supply, flow meter and graduated material dip rod readings etc.). Graduated dip rods must be made available at each station and shall be handed over and kept under the custody of Station Security Manager at the initiation of the Contract
- 6.1.11. Make available two Tank Lorries of sufficient storage capacity to smoothly undertake and perform the scope of work. The tank Lorries must be in good working condition and be equipped with sealed digital dispensing units and a power supply/source (e.g. generator) to effectively carry out the decanting process including providing power to the flow-meter to be installed and owned by PMA (at time of commissioning) with the Auxiliary fuel tank of the generator. The Service Provider shall be responsible for the prompt removal of vehicles broken down inside the MMBS corridor.
- 6.1.12. Supply, install, test, commission (within 60 days of the award of contract), operate & maintain and replace immediately when its condition so warrants, high quality, digital, branded, sealed, flow-meter on Auxiliary fuel tank available with each generator.
- a. Power Supply 12 or 24 VDC
 - b. Count Scope 1- 9999.99 Liters
 - c. Flow Range 05-90 Liters/Min
 - d. Range of Operation Temperature 0-50 C
 - e. Backlit liquid crystal display (LCD) of digital meter
 - f. Paint Powder coating
 - g. Fuel Intake socket of flow meter, designed such that fuel nozzle of dispensing unit should fit into the socket properly and there should be no leakage during fueling.
 - h. Counter Reset button
 - i. Water proofing
 - j. Lid/lock to secure the display unit and interface of the flow meter.
 - k. To avoid from unauthorized access the flow meter should be encapsulated in steel casing with locking arrangement. The arrangement should be such that it can be opened and closed for inlet of flow meter during fueling. Furthermore, the size of steel casing should be greater than flow meter, so that flow meter can easily be dismantled and installed again if required for maintenance/ replace / repair / restore.
 - l. A system to measure fuel level in auxiliary tank by graduated dip rod.
 - m. A backup battery in the meter to ensure safety of filling data if there is any power disconnection/failure during the fuel filing process.
 - n. Online connectivity to send filling data

The flow-meters shall be used to monitor the quantity decanted into the Auxiliary tank at each delivery; therefore, the flow-meters must be of such quality/specifications that their readings, after calibration, should match those displayed by the dispensing unit attached on the delivery vehicle.

The Service Provider shall arrange a renowned third party to enable automatic sending of filling data from flow meters ((e.g. Generator/Tank ID, Quantity, Date, Time etc.) to online web portal and Mobile App through GSM/GPRS connectivity within 60 days of the award of contract. The Service Provider shall provide and maintain with customization as per Client's requirements, the web portal and Mobile App which shall be used by the Client to view data in the form of filling reports. The online report must be viewable within 08 hours after completion of each filling and must at least show flow meters readings (flow meter installed on Auxiliary Tank and Lorry) manually and jointly noted by PMA and Service Provider's team during each filling, along with auto sent data. **The Service Provider shall ensure that access to online connectivity feature of flow meters is restricted to PMA desired users and kept as confidential matter up to the possible extent., not to be disclosed to any member of his or PMA's team without consent of General Manager Operations PMA.** The online readings may only be used for data verification purposes.

- 6.1.13. The flow-meters owned by PMA shall be used to monitor the quantity decanted into the Auxiliary tank at each delivery; therefore, the flow-meters must be in such condition that their readings, after calibration, should match those displayed by the dispensing unit attached on the delivery vehicle. For Payment of fuel decanted, lower of the two readings shall be adopted. The requirements for calibration of flow-meters and dispensing unit are provided in coming sections.
- 6.1.14. In order to ensure accurate readings of decanted fuel quantity, the Service Provider shall ensure timely calibration of both the dispensing units installed on the delivery vehicles, and the flow-meters installed on the auxiliary fuel tanks, through a recognized agency/firm, as approved by the Client. At the minimum, the calibration shall be conducted on a quarterly basis or earlier as may be needed. The calibration reports shall be submitted to the Client within one week of the end of the quarter. Under no circumstances shall the flow-meters be removed / replaced without prior approval of the PMA.
- 6.1.15. Provide complete Operation and Maintenance of fuel supply assembly owned by PMA till base tank of Gensets in complete healthy working condition. The assembly includes flow meters, auxiliary tanks, graduated dip rods, fuel delivery pipes from auxiliary tank to base tank, control valves, locking arrangement and other allied equipment/parts. Operation and Maintenance shall also include repair/replacement/restoration of equipment/ parts without any effect to PMA ownership rights and leveling of auxiliary tanks if required.
- 6.1.16. The Service Provider shall ensure calibration of all auxiliary tanks installed on sites and provide calibration reports and Dip charts (within 30 days of the award of contract). Also provide the calibration reports of auxiliary tank after each six (06) months thereafter through a recognized agency/firm, as approved by the Client. The Service Provider shall also provide dip chart for base tank.

- 6.1.17. Develop detailed Standard Operating Procedures (SOPs) for the following, to the satisfaction of PMA, and strictly abide by them:
- a. Decanting of fuel
 - b. Lab testing of delivered fuel; **at a minimum** the Service Provider shall arrange lab test report, of a randomly drawn sample of fuel taken in presence of representative(s) from both PMA and the Service provider, twice a month. The Services of a company (lab) of repute and approved by PMA shall be utilized for lab tests. The specifications of Pakistan Standards Institute (PSI) for High Speed Diesel shall be treated as benchmark for quality (Annex - M).
- 6.1.18. Conduct activities including fueling, shifting from auxiliary tank to base tank, collection of readings (including but not limited to graduated dip rod readings for auxiliary and base tank, engine running hours, percentage fuel level) and submission of reports as per schedule defined by the Client. The reports shall be as per prescribed format of the Client. The number and format of the reports are subject to change as need arises, decided by the Client.
- 6.1.19. Ensure operational readiness to provide services and implement all controls (equipment, hardware, processes, mechanisms etc.) required under this RFP by the time of signing of the contract. Failure to achieve operational readiness may delay/cancel signing of the Contract , result in forfeiture of the Performance Security or imposition of liquidated damages.

6.2. **GENERAL REQUIREMENTS**

The Service Provider shall :-

- 6.2.1. Abide by all the rules and regulations laid down by the Client
- 6.2.2. Employ and engage trained and skilled staff (within 21 days of the award of contract) reasonably required to complete the duties of this contract to the satisfaction of the Client. **At a minimum, the Service Provider shall hire supply chain staff, supervisors, and dedicated individuals for monitoring of fuel decanting and ensuring physical safety of the fuel inventory at each station, on a 24-hour basis, 7 days per week (including public holidays).**
- 6.2.3. Provide the list of Service Provider's personnel, along with their basic information, to the Client for security clearance and issuance of permit to the MMBS Corridor. Furthermore, the Service Provider shall provide registration details of vehicles, used for delivery and otherwise essential for the execution of services, requiring access to MMBS corridor during refueling hours.
- 6.2.4. Maintain vigilant supervision over its staff at all times.

- 6.2.5. Provide and cater for any kind of transportation needs for supply of diesel and human resource. The vehicles entered into the corridor must be in good working condition. The Service Provider shall be responsible for the prompt removal of any vehicles broken down inside the MMBS corridor.
- 6.2.6. Be responsible, at all times, for the conduct of its personnel and take prompt and strict disciplinary action against any conduct not in compliance with PMA's rules, regulations and instructions issued from time to time.
- 6.2.7. Ensure presence of its authorized representative(s) at any MMBS site or PMA office at short but reasonable notice when so required by the PMA and respond to queries of PMA in a timely manner.
- 6.2.8. Be responsible for the medical and accidental insurance of its staff, payment of all dues like Social Security, EOBI. The PMA shall not accept any responsibility of the designated personnel in the event of death, injury, disability or illness that may take place while performing/executing services required under the scope of this RFP. Any compensation or expenditure towards the treatment of such injury/disability or loss of life shall be the sole responsibility of the Service Provider.
- 6.2.9. **Ensure Be responsible** that it does not engage or continue to engage any person having a criminal record/ conviction or otherwise undesirable persons.
- 6.2.10. Agree to remove from the site, whenever required to do so by the Client, any personnel considered by the Client to be unsatisfactory or undesirable, within the limits of scope of work.
- 6.2.11. Be liable to the penalty for any loss incurred or suffered/any damage caused to movable or immovable property of the Client, on account of delayed, deficient or inadequate Services, or any actions adversely affecting warranty of the Generators, or supply of substandard fuel, or interruption in the smooth operations of Metrobus Service for reasons directly and solely attributable to the Service Provider.
- 6.2.12. Report immediately to the PMA any kind of material incident **(to the extent of scope of Service Provider required as per this Contract)** including but not limited to spillage of fuel, fuel theft, damage to MMBS property and provide photographs of the incident.
- 6.2.13. Ensure their personnel do not enter into the MMBS territory without valid entry cards/permit issued by the Client.

7. CONTRACT TYPE AND DURATION

A service level agreement for Fuel Supply services for an initial period of five (05) years, extendable up to three (03) years subject to satisfactory performance, shall be executed between the Procurer and the Service Provider. In case of extension of contract, new monthly price shall be worked out based on the following formula which shall remain valid till three

(03) years of extension.

$$\text{New Monthly Price} = \sum_{n=1}^5 [\text{Adjusted Bid Value}_{n-1} \times (1 + \text{CPI}_n)] - [\text{Bid Value} \times 0.125]$$

Where:-

CPI = General Consumer Price Index inflation on YoY basis
expressed as percentage (for e.g 5% = 0.05)

n = Contractual years from 1 to 5

CPI_n = CPI value for the nth year

Adjusted Bid Value_{n-1} = Bid Value adjusted in previous year of nth year if applicable

8. PENALTIES

In case of non-performance of the service provider for scope of work/responsibility or its obligation, fines shall be charged as provided in **Section 48**.

9. PAYMENT

The Client shall make payment for the Services provided, to the Operator, in Pak Rupees through crossed cheque. In case of JV, the cross cheque shall be in the name of JV member nominated by lead member.

9.1. The procedure for payments of Diesel Supplies to the Service Provider shall be as under:

9.1.1. The price of Diesel shall be paid on the regulated Diesel price.

9.1.2. Payment of invoice shall be made within 7 days of receipt of the invoice, **duly verified by the Operations Wing of PMA**. However, the invoice would be processed only if it is accompanied by reports required under clause 6.1.18.

9.1.3. All payments shall be subject to applicable tax laws, rules and regulations.

9.2. The procedure for payment of Service fee for Fuel Supply Services shall be as under:

9.2.1. The Service Provider shall submit an Invoice to the Client after completion of a month. The Invoice shall state the amount claimed and set forth in detail particulars of Services rendered during the month.

9.2.2. The Client shall issue a Certificate of Payment to the Service Provider, verifying the amount due, within ten days of receipt of this Invoice. The Client may withhold a Certificate of Payment on account of defect(s) / short coming(s) in the services provided. The Client may also make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate.

39. TERMINATION FOR CONVENIENCE

- 39.1. The Client may at any time terminate this contract for its convenience. In the event of termination under this clause, the Client will be obligated to pay for loss incurred by the Service Provider on account of Fixed Assets **including flow meters and dip rods to be owned by PMA (at the time of commissioning)** , calculated as Estimated Selling price (at the time of termination) less depreciated value (depreciation to be charged at the rate of 20% of Written Down Value), of the Fixed Assets directly procured for rendering services under this contract.
- 39.2. If the Service Provider wants to terminate the contract for convenience he shall be allowed to do so after giving three months' notice. However, in such an event, the Performance Security of the Service Provider shall stand forfeited. Partial surrender or termination will not be accepted and termination will be considered for the full contract.

40. FORCE MAJEURE

- 40.1. 'Force Majeure Event' shall mean the occurrence of any of the following events or circumstances, or any combination thereof, which are (i) beyond the reasonable control of the affected party, (ii) could not have been foreseen or prevented by the use of or by the exercise of reasonable skill and care, and (iii) have a material adverse effect upon the performance by the affected party of its obligations under the Contract including but not limited to Strikes, lock-outs or other industrial action or labor disputes involving the affected party or its respective sub-contractors, employees or agents.
- 40.2. Invasion, act of war (whether declared or undeclared), armed conflict or act of foreign enemy, blockade, civil war, rebellion, riots, insurrection or civil commotion, Sabotage, kidnapping, terrorism or credible threat of such acts. Epidemics, explosions, chemical or radioactive contamination or ionizing radiation or other radioactive contamination risks in the common form that are not covered by the Service Provider's approved insurance policies
- 40.3. Unusual or extreme adverse weather or environmental conditions or action of the elements, meteorites, aircraft or object falling from aircraft or other aerial devices, the account of pressure waves caused by aircraft or other aerial devices traveling at supersonic speed or other natural disasters.
- 40.4. Act of God. Any event or circumstances of a nature analogous to the foregoing, provided that each of the events described shall constitute a Force Majeure Event to the extent that such events or circumstances are caused by an event or circumstance that is itself a Force Majeure Event, experienced directly by the Bidder.
- 40.5. Force Majeure Events shall not include the following:
- 40.5.1. Late delivery or interruption in the delivery of Goods
 - 40.5.2. Delay in the performance of the Purchase Order by the Bidder or its subcontractor.
 - 40.5.3. Breakdown in machinery or equipment
 - 40.5.4. Normal wear and tear or random flaws in materials, machinery or equipment.

47. EXTENSIONS IN TIME FOR PERFORMANCE OF OBLIGATIONS UNDER THE CONTRACT

If the Operator encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Operator shall, by written notice served on the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Client shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Operator, extend the Operator's time for performance of its obligations under the Contract.

48. PENALTY MECHANISM / SERVICE LEVEL AGREEMENT

The SLA describes target performance levels which the bidder shall aim to deliver for the Services outlined in this Contract. It also lists the procedures for managing unavailability of Services / negligence / inefficiency entirely on part of the Operator, and associated penalties which will be applied if bidder fails to deliver any service performance targets in accordance with this Agreement but subject to availability of concrete evidence.

Sr. No.	Description of Infraction	Penalty for Non-performance
1	Disruption in Operation of Metrobus Service due to failure of Service Provider to timely refuel the generators (within the allocated time slot) or in sufficient quantities.	<p>P = Average No. of boarding Passenger at affected station(s) per hour</p> <p>D = Downtime due to Service Provider's non-performance in hours</p> <p>F = Fare (Rs.) as applicable at the time of invoiced month.</p> <p>$K = P \times D \times F$</p> <p>A penalty of an amount up to 'K' above may be levied</p>
2	Ensure security of fuel present in auxiliary tanks, on 24-hour basis, 7 days per week (including public holidays), by implementing a system of theft prevention.	<p>The Service Provider shall be liable to bear the actual cost of established stolen quantity estimated by the Client.</p> <p>However, it is clarified here that the extent of liability of the Service Provider shall be limited to incidents of theft up to a maximum of 30 days preceding the date of identification of incident.</p>
3	Failure to abide by any rules, regulations, instructions, SOPs, Contractual Obligations laid down by the Client	<p>A x 5000 in PKR per incident</p> <p>Where A = 1 to 10</p> <p>will depend upon the sensitivity of the incident as decided by the Client</p>
4	Failure to perform basic quality testing (Graduated Cylinder Fuel Test, water test and flash point test) at each delivery, as may be reported by a PMA representative/inspector.	<p>10% of Cost of Diesel Delivery (for that particular day) upon 1st occurrence</p> <p>25% of Cost of Diesel Delivery (for that particular day) upon 2nd occurrence</p> <p>50% of Cost of Diesel Delivery (for that particular day) upon 3rd occurrence</p> <p>75% of Cost of Diesel Delivery (for that particular day) upon 4th occurrence</p> <p><i>The Client may terminate the contract and forfeit performance security upon 4th occurrence</i></p>
5	Failure to ensure accurate recording of	10% of Cost of Diesel Delivery (for that

ANNEXURE-D(0): TECHNICAL EVALUATION CRITERIA

It is mandatory to **score minimum 10 marks in each criteria and a minimum total of 55 marks**. Bidders are cautioned to exercise due diligence while providing documents for evidence. Dubious documents which cannot be substantiated / verified / counter-checked etc. from the issuing authority must not be attached with tender documents. In case of JV, marks shall be evaluated jointly for all members unless stated otherwise.

Sr. No.	Criteria	Max. Marks	Comment/Description	Evidence Required
1	Number of clients with minimum monthly supply of 10,000 liters of Diesel or more*	25	From 5 - 15 Clients =10 Marks From 16 - 25 Clients =15 Marks From 26 - 35 Clients =20 Marks From 36 and above =25 Marks	Verifiable Details of Clients along with particulars including company name, address, focal person, Contact No and average monthly consumption.
2	Number of years of experience in supply of Diesel	30	1 year to 5 years =10Marks 6 year to 10 years = 20Marks 11 years and above = 30 Marks	At least Income Tax returns of the first and last applicable year of quoted experience. In case of non-applicable year, any documentary evidence such as sales tax returns, invoices etc. For Petrol Pump Operators, Sales Certificates from OMC's for quoted period or any other valid evidence (In case of JV applicable to any one member)
3	Average Annual Turnover from petroleum business for the last 3 years or since inception if earlier	30	Rs. 100 M to Rs. 199 M = 10 Marks Rs. 200 M to Rs. 299 M = 20 Marks Rs. 300 M & Above = 30Marks	Audited Financial Statements or Income Tax Returns for last three years or since inception if earlier. In case of non-applicable year, any documentary evidence such as sales tax returns, invoices. For Petrol Pump Operators, Sales Certificates from OMC's for last three years or since inception if earlier.
4	Storage Capacity*	15	10,000 to 50,000 Liters = 10 Marks Greater than 50,000 Liters = 15 Marks	Verifiable license from Explosive Department, Lease Agreement in case of storage in lease. Pictorial proof of storage tanks for which Client shall have the rights of site verification.
TOTAL		100	Minimum Passing Marks = 55	

*Note: Please provide pictures of the Storage facility and list of Clientele qualifying above criteria

ANNEXURE - L: GENERAL SPECIFICATIONS OF GENERATORS

	J220C2	J110K	V275C2	F125-1
Engine Model	JOHN DEERE 6068HFS77	JOHN DEERE 4045HF120	VOLVO TAD734GE	FG Wilson FD6-6.5A1
Max Power (kW)	207	100	250	125
Tank Capacity (L)	350	190	390	327
Bore(mm) x Stroke(mm)	106 x 127	106 x 127	108 x 130	105.0 (4.1)/125.0 (4.9)
Speed (RPM)	1500	1500	1500	1500
Estimated Fuel Consumption @ 110% load (Ltrs/hr)	50	25.50	59.60	
Estimated Fuel Consumption @ 100% load (Ltrs/hr)	45	23.50	53.40	26.2
Estimated Fuel Consumption @75% load (Ltrs/hr)	35	16.50	42.60	
Estimated Fuel Consumption @50% load (Ltrs/hr)	23	11.50	30.50	

ANNEXURE - M: SPECIFICATIONS – HIGH SPEED DIESEL

Sr. No.	Test Description	Units	Test Method ASTM/IP	Specs	Max/Min
1	Specific gravity @ 15.6°C, 60°F	-	D-1298	0.8250 – 0.8350	-
2	Color	-	D1500	3	Max
3	Flash Point	°C	D-93	54	Min
4	Cloud Point a) Summer (March-Oct) b) Winter (Nov-Feb)	°C	D-2500	9 6	Max
5	Pour point a) Summer (March-Oct) b) Winter (Nov-Feb)	°C	D-97	6 3	Max
6	Cold Filter Plugging Point (CFPP) a) Summer (March-Oct) b) Winter (Nov-Feb)	°C	IP-309	Report +4	Max
7	Cetane Index (calculated)	-	D-976	45	Min
8	Sulfur	wt %	IP-63	1.0	Max
9	Copper strip 3 hrs. corrosion at 100°C	-	D-130	1	Max
10	Conradson carbon % wt of 10% residue	wt %	D-189	0.20	Max
11	Sediments	% wt	D-473	0.01	Max
12	Water	% Vol	D-95	0.05	Max
13	Ash contents	% wt	D-482	0.01	Max
14	Neutralization Value a) Total Acid No. b) Strong Acid No.	mg KOH/g	D-974/664	0.5 NIL	Max
15	Kinematic viscosity @40°C	Cst	D-445	1.5 6.5	Min Max
16	Distillation a) 50% Vol. Rec. b) 90% Vol. Rec.	°C	D-86	290 365	Max Max