

TENDER DOCUMENT

FOR

SUPPLY OF DIESEL TO GENERATORS AND RENDERING OF ALLIED SERVICES FOR PAKISTAN METROBUS SYSTEM (PMBS) IN RAWALPINDI - ISLAMABAD



THE PUNJAB MASSTRANSIT AUTHORITY

Government of the Punjab

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Important:

Registered Companies and Joint Ventures complying with criteria given in this document, are eligible for this tender, hereafter referred to as Bidders.

- This tender document ('Tender') does not constitute a binding agreement or an offer or invitation by the Punjab Masstransit Authority to any party other than the qualified bidders to submit the Bids. The principle purpose of this Tender is to provide the bidders with information that shall form the basis of their proposals or bids. This Tender contains the minimum requirements and information desired by the Authority. The contents hereof may be supplemented by the Authority as it deems appropriate. Each Bidder may conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information given in this Tender to its satisfaction. The Authority makes no representation or warranty and shall incur no liability under any law, rules or regulations as to the accuracy, reliability or completeness of the Tender. The Authority may, at its sole discretion but without being under any obligation to do so, update, improve or supplement the information in this Tender.
- Sole proprietors, Registered Companies, Association of Persons (AOP) and Joint Ventures (JV) complying with criteria given in this document are eligible for this tender, hereafter referred to as Bidders.
- Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without valid documentary evidence, supporting documents and various requirements mentioned in the Bidding Documents are liable to be rejected at the initial stage itself. It is intimated that no objection/revisions/supplement shall be entertained regarding the terms and conditions of the Bidding Document submitted by the bidder.
- The bidders are requested to access the website of Punjab Procurement Regulatory Authority (<http://www.ppra.punjab.gov.pk>) and the Punjab Portal (www.punjab.gov.pk) for all updates on the tender such as addendums etc.
- This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time; and instructions of the Government of the Punjab (GoPb) received during the completion of the Operation.
- 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 into a Contract for execution of the Works/facility. This shall include but not be limited to the following:
 - relevant laws, rules, and regulations of Pakistan including Income Tax and Sales Tax laws/rules
 - customs duties and other import taxes applicable in Pakistan
 - information regarding port clearance facilities, loading and unloading facilities, storage facilities, transportation facilities and congestion at Pakistan seaports.
 - investigations regarding transport conditions and the probable conditions which will exist at the time the Equipment will be actually transported.

1. Invitation to Bid

The Punjab Masstransit Authority invites bids for **“SUPPLY OF DIESEL TO GENERATORS AND RENDERING OF ALLIED SERVICES FOR PAKISTAN METROBUS SYSTEM (PMBS) IN RAWALPINDI - ISLAMABAD”**. The Tender Number is **PMA-PMBS-TNDA-OPS/034**

1.1. Tender Reserve Price

The Reserve Price for this Tender is **PKR 42,497,460/-** and is inclusive of all applicable taxes as per Laws of the Government of Pakistan, but shall be exclusive of Sales Tax on Goods and Services which shall be added by the Client over and above the offered amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price.

1.2. PPRA Rules to be followed

Punjab Procurement Rules 2014 as amended from time to time, will be strictly followed. These may be obtained from PPRA’s website:

<http://ppra.punjab.gov.pk>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2014 amended from time to time.

1.3. Mode of Advertisement(s)

As per Rule 12, this Tender is being placed online at PPRA's website and Punjab Portal (www.punjab.gov.pk), as well as being advertised in print media.

The bidding document carrying all details can be downloaded from websites www.pma.punjab.gov.pk and www.ppra.punjab.gov.pk for information only.

1.4. Type of Tender

This is a National Tender with response time not less than 15 days as per Rule 14.

2. Type of Open Competitive Bidding

- i. As per Rule 38(2), single stage - two envelope procedure shall be followed. The bidder has to submit technical as well as financial proposal.
- ii. The bid shall comprise of a single package containing two (2) separate envelopes, one each for Technical and Financial proposal;
- iii. The envelopes shall be marked in bold and legible letters to avoid confusion, as follows:
 - a. “ENVELOPE-NO. 1: TECHNICAL PROPOSAL”
 - b. “ENVELOPE-NO. 2: FINANCIAL PROPOSAL”
- iv. Initially, only the ENVELOPE NO. 1 marked TECHNICAL PROPOSAL shall be opened and evaluated in a manner as per the clauses mentioned in this document; and proposals which do not conform to the specified requirements as listed in said document will be rejected.
- v. ENVELOPE NO. 2 shall be retained in the custody of the Client without being opened;
- vi. During the technical evaluation no amendments in the technical proposal shall be permitted;
- vii. The ENVELOPE NO. 2: FINANCIAL PROPOSAL of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;

- viii. The technically qualified bidder with the lowest financial bid will be the successful bidder, subject to necessary approval.
- ix. The Punjab Masstransit Authority (PMA) will invite the successful bidder to enter into an agreement.

3. Bidding Details (Instruction to Bidders)

- 3.1. Bids shall be dropped in Tender Box placed at the office of The Punjab Masstransit Authority, 5th floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore, Pakistan, on or before 1100 hours on 16th March, 2021.
- 3.2. The Client shall hold a pre-bid meeting at 1100 hours on 9th March, 2021 at its office.
- 3.3. All bids must be accompanied by a Demand Draft or Pay Order of an amount equivalent to Tender Security prescribed in the section on 'Tender Security' in this document. The bids along with the Demand Draft / Pay Order, Tender Forms, Affidavits, etc., must be dropped in the Tender Box placed at the office of The Punjab Masstransit Authority, 5th floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore, Pakistan, on or before 1100 hours on 16th March, 2021. The Technical Proposals will be opened at 1130 Hours on 16th March, 2021 in PMA office.
- 3.4. **The envelopes must** also clearly show the Bid title and Bidder's name and address. Failure to comply with this requirement may result in rejection of the Bid and the Company's decision in this regard shall be final. Bids submitted after prescribed time and date shall not be entertained.
- 3.5. Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the services must be received in writing at the office of The Punjab Masstransit Authority at the correspondence address or via e-mail, at the addresses given at clause 3.7 below, before the pre-bid meeting date.
- 3.6. The Bidder must submit bids on the basis of complete fulfilment of requirements. Failure to meet this condition will result in disqualification of the bidder. The Bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The attention of bidders is drawn to the provisions of clause 23 of this document "Determination of Responsiveness of Bid" regarding the rejection of Bids which are not substantially responsive to the requirements of the Bidding Document.
- 3.7. The contact details for all correspondence in relation to this bid are as follows:
- Email:
muhammadumar.pma@gmail.com
Tel: 051-9274427 / 03336914001
Punjab Masstransit Authority,
5th Floor, Arfa Software Technology Park,
346-B, Ferozpur Road,
Lahore - Pakistan
- 3.8. 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.

- 3.9. The Client will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
- 3.10. The Client reserves the right to cancel the tender, accept or reject one or all bids without assigning any reason.

4. 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 Tender requires otherwise:

- 4.1. **Applicable Laws** shall mean laws of the Government of Pakistan and the Government of Punjab
- 4.2. **PMBS** shall mean the Pakistan Metrobus System
- 4.3. **PMA** shall mean The Punjab Masstransit Authority, established by the Government of Punjab under the Punjab Masstransit Authority Act, 2012
- 4.4. **Client / Procurer / Purchaser** shall mean The Punjab Masstransit Authority (PMA)
- 4.5. **Successful Bidder / Operator** 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
- 4.6. **Bidder** shall mean a Sole Proprietor, Registered Company or an Association of Persons(AOP) or a Joint Venture that has submitted its bid as per the criteria/specifications listed.
- 4.7. **Contract** shall mean the Service Level Agreement (SLA) proposed to be entered into between the Client and the successful bidder, including all attachments and all documents incorporated by reference therein
- 4.8. **Annual Service Fee** shall mean the amount payable by the Client to the Service Provider for one year of Services
- 4.9. **Pre-Bid Meeting** shall mean the meeting conducted by the Client on the given date and time prior to the actual date of bid opening
- 4.10. **RFP** shall mean Request for Proposals, including any amendments that may be made by the Client for the selection of bidder
- 4.11. **Proposal** shall mean the package containing the Financial and Technical bid for the provision of services proposed to be rendered by the Bidder in response to this RFP
- 4.12. **Services** shall mean the tasks to be performed by the Service Provider
- 4.13. **Fuel System** shall mean auxiliary fuel, fuel tanks, digital flow meters, fuel assembly to Genset i.e. pipes, valves and allied equipment
- 4.14. **GoPb** shall mean The Government of the Punjab
- 4.15. **GoP** shall mean The Government of Pakistan
- 4.16. **At grade** shall mean at ground level
- 4.17. **Elevated** shall mean above the ground level
- 4.18. **Fuel** or **Diesel** shall mean High Speed Diesel (HSD)
- 4.19. **Acceptable Fuel Spillage** shall mean total fuel spillage within 10 liters per month
- 4.20. **Deficient Fuel** shall mean that actual Diesel quantity (in liters) delivered to a site is less than the invoiced quantity and is further explained in Clause 7.6.
- 4.21. **Sub-Standard Fuel** shall mean a sample of fuel, collected in the presence of the Service

Provider, established as sub-standard in light of test result of a reliable lab, approved by the Client, due to deviation of more than 5% from the Maximum and Minimum levels prescribed in the Pakistan Standard and Quality Control Authority for Specification of High Speed Diesel (**Annexure - M**), except in the case of Sulphur content.

4.22. **Material deviation or reservation** is one which affects the scope, quality or performance of the Services or limits the Client's rights or the Bidder's obligations under the Contract.

4.23. **Registered Company** shall mean a company registered with the Securities & Exchange Commission of Pakistan (SECP).

4.24. **Joint Venture (JV)** shall mean an association of up to four business entities formed as per requirements listed in section 13 of this RFP.

4.25. **Association of Persons (AOP)** shall mean a firm registered under the Partnership Act.

5. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

6. Notice

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Service Provider and the Client, the same shall be:

- In writing;
- Issued within reasonable time;
- Served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

7. Tender Scope

The Punjab Masstransit Authority, GoPb, invites/requests Proposals (hereinafter referred to as "the Tender") for the Procurement of Supply of Diesel to Generators and Rendering of Allied Services for Pakistan Metrobus System (PMBS) in Rawalpindi - Islamabad, as outlined in this document.

8. Overview and Objective

There are two generators installed at each Metrobus Station and Command & Control Centre in Pakistan Metrobus System (PMBS). In total, there are 20 Generators of 230 KVA each, 20 Generators of 250 KVA each, 06 Generators of 350 KVA each, 02 Generators of 400 KVA each, 01 generator of 455 KVA and 01 generator of 635 KVA. Auxiliary fuel tanks of 1300 liters and 1600 liters (approximately) have also been installed with 230 KVA & 250 KVA and 350 KVA & 400 KVA, respectively. General specifications of generators are provided as Annexure-E.

9. Duration of the Contract

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 Client 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 n th year
Adjusted Bid Value _{n-1}	=	Bid Value adjusted in previous year of n th year if applicable

10. Services Required

The Service Provider shall:

- 10.1. Provide fuelling of diesel generators in non-operational hours i.e. between 11:15 PM. to 5:00AM.;
- 10.2. Arrange refuelling of generators in a manner that during the metrobus operation hours, the need to refuel any or all of the generators does not arise;
- 10.3. 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;
- 10.4. Abide by all the rules and regulations laid down by the Client;
- 10.5. Perform control functions including, but not limited to, the following:
 - 10.5.1. Guard against dispensing of impure or substandard Diesel to protect warranty rights of the Client by performing basic quality tests (Graduated Cylinder (1 L) Fuel Test, water test and flash point test) at each delivery;
 - 10.5.2. Ensure accurate recording of fuel quantity supplied/decanted;
 - 10.5.3. Control and monitor spillage during decanting of Diesel;
 - 10.5.4. Control unauthorized access to flow meters, auxiliary tanks, fuel delivery pipes from auxiliary tank to base tank and control valves;
 - 10.5.5. Recognize and respond to security threats or breaches;
 - 10.5.6. Maintain accurate record (e.g. log book) of all refuelling activity (Generator readings, quantity delivered at each supply, flow meter reading etc.);
- 10.6. Employ and engage trained and skilled staff (after signing of the contract) reasonably required to complete the duties of this contract to the satisfaction of the Client.
- 10.7. 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 PMBS 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 PMBS corridor during refuelling hours.

- 10.8. Maintain vigilant supervision over its staff at all times.
- 10.9. 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 PMBS corridor.
- 10.10. 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 the Client's rules, regulations and instructions issued from time to time.
- 10.11. Ensure presence of its authorized representative(s) at any PMBS site or Client's office at short but reasonable notice when so required by the Client and respond to the queries of the Client in a timely manner.
- 10.12. Be responsible for the medical and accidental insurance of its staff, payment of all dues like Social Security, EOBI. The Client 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.
- 10.13. Ensure that it does not engage or continue to engage any person having a criminal record/conviction or otherwise undesirable persons.
- 10.14. 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.
- 10.15. 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 the Generators, or supply of substandard fuel, or interruption in the smooth operations of PMBS for reasons directly and solely attributable to the Service Provider.
- 10.16. Report immediately to the Client any kind of material incident including but not limited to spillage of fuel, fuel theft, damage to PMBS property and provide photographs of the incident.
- 10.17. 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-meters already installed and owned by the Client with the Auxiliary fuel tank of the generator. The Service Provider shall be responsible for the prompt removal of vehicles broken down inside the PMBS corridor.
- 10.18. 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 fuel tanks, through a recognized agency/firm, as approved by

the Client. At 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 Client.

- 10.19. The Service Provider shall provide complete Operation and Maintenance (O&M) of fuel supply assembly owned by the Client till base tank of Gensets in complete healthy working condition. The assembly includes flow meters, auxiliary tanks, dip rods, fuel delivery pipes from auxiliary tank to base tank, control valves and other allied equipment/parts. Operation and Maintenance (O&M) shall also include repair/replacement/restoration of equipment/parts without any effect to the Client ownership rights and levelling of auxiliary tanks if required.
- 10.20. The Service Provider shall ensure calibration of all auxiliary tanks installed on sites and provide calibration reports and Dip charts (within 14 days of the award of contract). Also provide the calibration reports of auxiliary tank after each six (06) months through a recognized agency/firm, as approved by the Client. The Service Provider shall also provide dip chart for base tank. Any documents required for the preparation of dip charts shall be arranged by the service provider.
- 10.21. Develop detailed Standard Operating Procedures (SOPs) for the following, to the satisfaction of the Client, and strictly abide by them:
- 10.21.1. Decanting of fuel.
 - 10.21.2. 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 the Client and the Service provider inside the premises of the PMBS Station, twice a month. The Services of a company (lab) of repute and approved by the Client shall be utilized for lab tests. The specifications of Pakistan Standards and Quality Control Authority (PSQCA) for High Speed Diesel shall be treated as benchmark for quality (Annexure-F).
 - 10.21.3. Arrange lab test of fuel sample from firm/agency nominated by the Client for third party verification of the results randomly on request of the Client at least once in a year.
- 10.22. Conduct activities including fuelling, shifting from auxiliary tank to base tank, collection of readings (including but not limited to 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 (attached at **Annexure - N**). The number and format of the reports are subject to change as need arises, decided by the Client.
- 10.23. Ensure operational readiness to provide services and implement all controls (equipment, hardware, processes, mechanisms etc.) required under this |Tender |Document by the time of signing of the contract. Failure to achieve operational readiness will delay/cancel signing of the Contract and result in forfeiture of the Performance Security.
- 10.24. Ensure their personnel do not enter into the PMBS territory without valid entry cards/permit

issued by the Client.

11. 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 Annexure-D.

12. Bidder's Eligibility

An eligible Bidder shall be one which qualifies all of the following:

- 12.1. Is a Sole Proprietor, Registered Company or an Association of Persons or a Joint Venture (formed under provisions of section 13 of this RFP).
- 12.2. Has the financial capacity for carrying out the services required under this Tender Document including payment of Tender Security and Performance security
- 12.3. Is a Income tax registered firm (In case of JV, applicable to all members)
- 12.4. Conforms to the clause No. 23 on 'Responsiveness of Bid' given in this tender document
- 12.5. Provides verifiable proof for all the above requirements

13. Tender Cost

The Bidder shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Client shall in no case be responsible / liable for those costs / expenses.

14. Joint Venture

Joint ventures are eligible for this tender, as long as the joint venture complies with the following conditions:

- 14.1. The Bidders may form a joint venture of a maximum of four Bidders. Each entity in the JV shall be either a Sole Proprietor, Registered Company or an Association of Persons (AOP). A Memorandum of Understanding (MOU) signed by all the JV partners shall be submitted with the Tender. The JV so formed shall remain in existence during the currency of the contract.
- 14.2. One JV partner will be designated as the 'Lead partner' who would enter into a legal contract with the Client and would be liable to incur liabilities, pay due amount to the Client and receive instructions for and on the behalf of any or all the JV partners. A power of attorney to that effect, legally executed, signed by all the JV partners must be submitted with the Tender.
- 14.3. The Lead Partner in case of joint venture shall not be allowed to assign the contract or any part thereof to another party, without permission of the Client.
- 14.4. All the JV partners shall be jointly and severally liable for the execution of the Agreement in accordance with the terms and conditions of the Contract. The Tender, and in case of successful Tender, the Agreement to that effect, shall be signed by the Lead partner.
- 14.5. JV partners other than the Lead partner would also be bound by the terms and conditions of the contract.

15. Examination of the Tender Document

The Bidder is expected to examine the Tender Document, including all instructions and terms and conditions.

16. Amendment of the Tender Document

- 16.1. The Client may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 16.2. The Client shall publicly announce the amendment(s) in same manner as of original advertisement.
- 16.3. The Client may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Client and the bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

17. Preparation / Submission of Tender

The Tender and all documents relating to the Tender, exchanged between the Bidder and the Procurer, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.

- 17.1. The Tender shall be submitted along with the prescribed Forms, Annexes, Documents, etc. which shall be typed, completely filled in, stamped and signed by the Bidder or his authorized representative. In case of copies, photocopies may be submitted.
- 17.2. The bidder shall ensure that Technical Proposal contains all documents listed below. The same list is also mentioned in Annexure-A. Bidders must ensure that all required documents are present in the bid with proper tagging bearing serial no of the document as mentioned in **Annexure - A**.
 - 17.2.1. Covering letter duly signed and stamped by authorized representative (**Annexure - B**)
 - 17.2.2. Technical Proposal Submission Form (**Annexure - C**)
 - 17.2.3. Registration Certificate of Sole Proprietor/Company / AOP along with MOU in case of JV
 - 17.2.4. Copy of Tender Security as prescribed in the tender document (sealed in a separate envelope)
 - 17.2.5. Valid Registration Certificate for Income Tax (Applicable to all members in case of JV)
 - 17.2.6. Technical Evaluation (**Annexure - D**) including the following attachments:-
 - 17.2.6.1. Verifiable Details of Clients along with particulars including company name, address, focal person, Contact No and average monthly

consumption.

17.2.6.2. For evidence of experience: 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)

17.2.6.3. For evidence of Revenue: 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.

17.2.6.4. For evidence of Storage Tanks: 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.

17.2.7. Financial Capacity of the Bidder (**Annexure - E**)

17.2.8. Power of Attorney (**Annexure - F**)

17.2.9. Undertaking (**Annexure - G**)

17.2.10. Affidavit (**Annexure - H**)

17.3. The Financial Proposal shall contain the following documents duly signed and stamped:

17.3.1. Financial Proposal Submission Form (**Annexure - I**)

17.3.2. Financial Proposal (**Annexure - J**)

17.3.3. Tender Security

17.4. The Bidder shall follow the instructions laid down as under:

17.4.1. The Bidder shall seal the Original Technical Proposal in an envelope duly marked as under:

Envelope No. 1A: Original Technical Proposal for [Name of Tender]

[Name of the Procurer]

[Address of the Procurer]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

17.4.2. The Bidder shall seal the Duplicate Technical Proposal in an envelope duly marked as under:

Envelope No. 1B: Duplicate Technical Proposal for [Name of Tender]

[Name of the Procurer]

[Address of the Procurer]

[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

- 17.4.3. The Bidder shall seal the Original Financial Proposal in an envelope duly marked as under:

Envelope No. 2A: Original Financial Proposal for
[Name of Tender]

[Name of the Procurer]
[Address of the Procurer]
[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

- 17.4.4. The Bidder shall seal the Duplicate Financial Proposal in an envelope duly marked as under:

Envelope No. 2B: Duplicate Financial Proposal for
[Name of Tender]

[Name of the Procurer]
[Address of the Procurer]
[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

- 17.4.5. The Bidder shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Envelop No. (1+2)A: Original Tender for [Name of Tender]

Strictly Confidential

Open on [Last Date of submission of the Tender]

[Name of the Procurer]

[Address of the Procurer]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

- 17.4.6. The Bidder shall again seal the sealed envelopes of Duplicate Technical Proposal and the Duplicate Financial Proposal in an outer envelope, duly marking the envelope as under:

Envelope (1+2) B Duplicate Tender
for Tender Name [Name of Tender]
Strictly Confidential

Open on [Last Date of submission of the Tender]
[Name of the Procurer]

[Address of the Procurer]
[Name of the Bidder]

[Address of the Bidder]
[Phone No. of the
Bidder]

- 17.4.7. The Bidder shall again seal Envelope Nos. (1+2)A and (1+2)B in a single envelope titled "BID FOR SUPPLY OF DIESEL TO GENERATORS AND RENDERING OF ALLIED SERVICES IN PAKISTAN METROBUS SYSTEM (PMBS) IN RAWALPINDI - ISLAMABAD".
- 17.4.8. The Bidder shall enclose soft copies of the Financial Proposals, including all Forms, Annexes, Drawings, Documents, etc. in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- 17.4.9. The Tender shall be mailed through a registered courier or hand-delivered to reach at the procurer's office before the closing date and time (last day of application)
- 17.5. It is obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, Annexure, drawings, forms and all relevant documents as part of the bids submitted by the Bidder. Noncompliance with the same may cause the rejection of the bid at the time of opening.
- 17.6. The Tender and all documents relating to the Tender, exchanged between the Bidder and the Procurer, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 18. Tender Price**
- 18.1. The quoted Annual Fee shall be:
Best/final/fixed and valid until completion of all obligations under the Contract.
- a. In Pak Rupees (PKR);
- b. Is inclusive of all applicable taxes as per Laws of the Government of Pakistan, but shall be exclusive of Sales Tax on Services which shall be added by the Client over and above the offered amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on Services as and when applicable.
- 18.2. If not specifically mentioned in the Tender(s), it shall be presumed that the quoted Annual Fee is as per the above requirements.
- 18.3. The price hereby quoted by the Bidders would cover the whole scope of services for the

contract period.

19. Tender Security

- 19.1. The Bidder shall furnish the Tender Security, equal to PKR 100,000/- in shape of Demand Draft / Pay Order issued by a scheduled bank in favour of Client, as part of the Financial bid envelope (sealed in a separate envelope), failing which will cause rejection of bid.
- 19.2. The tender security should have a validity period of **180 days** from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is earlier
- 19.3. The proceeds of the Tender Security shall be payable to the Client, on the occurrence of any of the following conditions:
 - 19.2.1. If the Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender Form; or
 - 19.2.2. If the Bidder does not accept the corrections of his Total Tender Price; or
 - 19.2.3. If the Bidder, having been notified of the acceptance of the Tender by the Client during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
 - 19.2.4. If the Bidder fails to provide the performance security in stipulated timeframe or format.
- 19.4. The Tender security shall be returned to the technically unsuccessful Bidder with unopened/sealed financial bid, as well as to the unsuccessful bidders following the financial bid opening procedure. The Tender Security shall also be returned to the successful Bidder on furnishing the Performance Security

20. Tender Validity

The Tender shall have a minimum validity period of **One Hundred And Eighty Days** (180) days from the last date for submission of the Tender. The Client may solicit the Bidder's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder agrees to the extension of validity period of the Tender, the validity period of the Tender security shall also be suitably extended. The Bidder may refuse extension of validity period of the Tender, without forfeiting the Tender security.

21. Modification / Withdrawal of the Tender

- 21.1. The Bidder may, by written notice served to the Client, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 21.2. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

22. Opening of the Tender

- 22.1. Tenders shall be opened, at the given place, time and date, in the presence of the Bidder(s), if available, for which they shall ensure their presence without further invitation.
- 22.2. The Bidder's name, modifications, withdrawal, security, attendance and such other details as

the Client may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

- 22.3. No Bidder or its representative shall be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location. Non-compliance will cause the rejection of respective bidder.

23. Clarification of the Tender by the Client

As per PPRA Rules 33, the Client shall have the right, at its exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the Annual Service Fee or in substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is the sole discretion of the Client.

24. Determination of Responsiveness of the Bid (Tender)

- 24.1. The Client shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive tender is one which:
- 24.1.1. Meets the eligibility criteria for the Bidder for the Services;
 - 24.1.2. Meets the Technical Specifications for the Services;
 - 24.1.3. Is accompanied by the required Tender Security as part of Technical Bid envelope;
 - 24.1.4. is otherwise complete and generally in order;
 - 24.1.5. Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 24.2. A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Client's rights or the Bidder's obligations under the Contract.
- 24.3. The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation.

25. Correction of errors

- 25.1. The Tender shall be checked for any arithmetic errors which shall be rectified. If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form; the amount in words, shall govern.
- 25.2. The Bidder shall state the Tender Price for the payment terms outlined in the Conditions of Contract which will be considered for the evaluation of the Tender.

26. Rejection / Acceptance of the Tender

- 26.1. The Client shall have the right, at its exclusive discretion, to change terms and conditions, accept a Tender, reject any or all tender(s), cancel the Tendering process at any time prior to award of formal Contract, without assigning any reason or any obligation to inform the Bidder of the grounds for the Client's action, and without thereby incurring any liability to the Bidder and the decision of the Client shall be final.
- 26.2. The Tender shall be rejected if any of the following occurs:

- 26.2.1. It is substantially non-responsive; or

- 26.2.2. It is submitted in other than prescribed forms, documents / by other than specified mode; or
- 26.2.3. It is incomplete, un-sealed, un-signed, hand written, partial, conditional, alternative, late; or
- 26.2.4. It is subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 26.2.5. the Bidder submits more than one Tenders; or
- 26.2.6. the Bidder fails to meet the minimum passing score of 55 in the Technical Evaluation Criteria (**Annexure - D0**); or
- 26.2.7. The Bidder refuses to accept the corrected Total Tender Price; or
- 26.2.8. The Bidder has a conflict of interest with the Client; or
- 26.2.9. The Bidder tries to influence the Tender evaluation / Contract award; or
- 26.2.10. The bidder engages in corrupt or fraudulent practices in competing for the Contract award; or
- 26.2.11. There is any discrepancy between issued bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid; or
- 26.2.12. The Bidder submits any financial conditions as part of its bid which are not in conformity with the Tender Document; or
- 26.2.13. The Bidder fails to submit the required bid security.

27. Acceptance Letter (Letter of Intent)

The Client shall send the Acceptance Letter (Letter of Intent) to the successful Bidder prior to the expiry of the validity period of the Tender, which shall be made part of the Contract.

28. Performance Security

- 28.1. The successful Bidder shall furnish Performance Security as under (refer to **Annexure - K**):
 - 28.1.1. Within ten (10) working days of the receipt of the Acceptance Letter from the Client;
 - 28.1.2. In the form of a Bank Guarantee, issued by a scheduled bank rated "A" or above by PACRA or JCR-VIS operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Client;
 - 28.1.3. Denominated in Pak Rupees;
 - 28.1.4. Have a minimum validity period of one year from the date of award notification or until the date of expiry of yearly support period
 - 28.1.5. The successful Bidder shall submit a Bank Guarantee of 10% of the quoted Annual Service Fee with an undertaking to renew the Bank Guarantee before the end of each year on yearly basis, one month prior to expiry of the submitted bank guarantee.
- 28.2. The proceeds of the Performance Security shall be payable to the Client on occurrence of any of the following conditions:
 - 28.2.1. If the Service Provider commits a default under the Contract

- 28.2.2. As adjustment against any amount imposed as a fine by the Client for irregularities committed by the Service Provider
 - 28.2.3. As adjustment against any outstanding payment decided by the Client
 - 28.2.4. If the Service Provider fails to submit the bank guarantee for the next year one month before the expiry of already submitted bank guarantee
 - 28.2.5. If the Service Provider fails to fulfil any of the obligations under the Contract
 - 28.2.6. If the Service Provider violates any of the terms and conditions of the Contract.
 - 28.2.7. If the Service Provider terminates the contract for convenience
 - 28.2.8. If the Service Provider fails to achieve 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.
 - 28.2.9. As adjustment against any of the penalties requiring forfeiture of Performance Security as specified in **Annexure - L**.
- 28.3. The Service Provider shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Bidder within thirty working days after the expiry of its validity on written request from the Service Provider.

29. Redressal of Grievances of the Bidders

- 29.1. The Client shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the Contract.
- 29.2. Any Bidder feeling aggrieved by any act of the Client after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report.
- 29.3. The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 29.4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 29.5. Any Bidder not satisfied with the decision of the committee constituted by the Client may follow the process mentioned vide Statutes and Regulations.

30. Contractual Obligations, Rights and Responsibilities of the Client

The Client Shall:

- 30.1. Make payment of Diesel and Services Provided as per clause 31 "Payment" of this RFP.
- 30.2. Be responsible for the conduct and functioning of all staff employed in the Client and ensure its staff maintains polite and courteous behaviour towards the Service Provider.
- 30.3. Investigate, in collaboration with the Service Provider, any incident of theft/spillage of Fuel and assess the extent of quantity stolen/spilled.
- 30.4. Issue entry card/permit to the Service Provider for its staff, vehicles (staff/delivery), or any other personnel essentially required by the Service Provider for provision of fuel supply services under the terms of this RFP, within reasonable time after the initiation of such request by the Service Provider.

- 30.5. Develop trends of Diesel consumption using generator operating hours, delivered quantity and generator levels data provided by the Service Provider to evaluate discrepancies related to invoicing. Upon identification of such discrepancies established between and within Generators, the Client shall require the Service Provider to investigate and explain such discrepancies. Unexplained discrepancies or discrepancies without adequate justification, below 95% statistical confidence level shall be termed as 'Deficient Fuel'. The cost of 'Deficient Fuel' as established by the client shall be replenished by the Service Provider as a deduction from proceeding invoice. Decision of the Client in this regard shall be final and binding on the Service Provider.
- 30.6. Be authorized to inspect decanting of fuel, and condition of tank lorries, 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.

31. Payment

- 31.1. The Client shall make payment for the Services provided, to the Service Provider, 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.
- 31.2. The procedure for payments of Diesel Supplies to the Service Provider shall be as under:
- 31.2.1. The price of Diesel shall be paid on the regulated Diesel price notified by OGRA.
- 31.2.2. Payment of invoice shall be made within 7 days of receipt of the invoice, duly verified by the Operations Wing of the Client. However, the invoice would be processed only if it is accompanied by reports required as per contract.
- 31.2.3. All payments shall be subject to applicable tax laws, rules and regulations.
- 31.3. The procedure for payment of Service fee for Fuel Supply Services shall be as under:
- 31.3.1. 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.
- 31.3.2. 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.
- 31.3.3. The Client shall pay the amount verified in the Certificate of Payment within ten (10) days of receipt of Service Provider's acceptance on the issued Certificate of Payment. Payment shall not be made in advance.
- 31.3.4. Payments shall be made against satisfactory delivery of services as per terms and conditions of the contract.

32. Draft Agreement

AGREEMENT FOR SUPPLY OF DIESEL TO GENERATORS AND RENDERING OF ALLIED SERVICES FOR PAKISTAN METROBUS SYSTEM (PMBS) IN RAWALPINDI - ISLAMABAD

Between

[Client]

and

[Service Provider]

Dated:

Sample Agreement

FOR THE SUPPLY OF DIESEL TO GENERATORS AND RENDERING OF ALLIED SERVICES FOR PAKISTAN METROBUS SYSTEM (PMBS) IN RAWALPINDI - ISLAMABAD

This CONTRACT/ AGREEMENT is made on this ____ [date] day of ____ [month], ____ [year] (hereafter referred to as "Agreement")

BY AND BETWEEN

The Punjab Masstransit Authority (PMA) established under The Punjab Masstransit Authority Act XXXIII of 2015, 5th Floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore, through Managing Director, PMA (hereinafter referred to as "the Client"), which expression shall, wherever the context so permits or requires, mean and include its successors-in-interest, nominees, legal representatives, executors, administrators, transferees, attorneys and permitted assigns on the ONE PART;

AND

[**Successful Bidder / Contractor Full Name**] through its [Signatory Name] having its registered office at [Complete Address] (hereinafter called the "Contractor") which expression shall include its successors-in-interest, legal representatives, executors, administrators, transferees, attorneys and permitted assigns on the OTHER PART.

The Client and the Service Provider are hereinafter collectively referred to as the "Parties" and individually as the "Party".

33. Recitals

WHEREAS,

- a) The GoPb through the Client intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of services as described in the contract;
- b) The Client has requested the Service Provider to provide certain services as described in Tender Document; and
- c) The Service Provider, having represented to the Client that it has the required professional skills, personnel technical and financial resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

- A. The Client has requested the Service Provider to provide certain services as described in Tender Document; and
- B. the Service Provider, having represented to the Client that it has the required professional skills, personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

34. Covenant

34.1 The Service Provider hereby covenants with the Client to supply services, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Client to the Service Provider.

34.2 The Client hereby covenants with the Service Provider to pay the Service Provider, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Services.

35. Annexes To The Agreement

The following shall be deemed to form and be read and construed as part of this Contract:

- a) The Tender Document
- b) Bidder's Proposal
- c) Letter of Acceptance
- d) Terms and Conditions of the Contract
- e) Special Stipulations
- f) The Technical Specifications
- g) Tender Form
- h) Price Schedule
- i) Affidavit(s)
- j) Authorized Dealership / Agency Certificate
- k) Performance Security
- l) Service Level Agreement (SLA)

This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

36. Key Service-Level Parameters

Any breach of defined service levels will entail penalties which shall result in deductions in monthly payments to the Service Provider. Service Level Agreement (SLA) is further elaborated in **Annexure - L** of the Tender Document.

37. Signing Of The Agreement

IN WITNESS WHEREOF, the Parties here to have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For: **THE PUNJAB MASS TRANSIT
AUTHORITY (PMA)**

For: **LEGAL NAME OF THE SERVICE
PROVIDER / SUCCESSFUL BIDDER**

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

DESIGNATION: _____

DESIGNATION: _____

WITNESS

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

CNIC : _____

CNIC : _____

ADDRESS: _____

ADDRESS: _____

I. General Conditions Of Contract

38. Contract

The Client shall, after receipt of the Performance Security from the successful Bidder, send the Contract provided in the Tender Document, to the successful Bidder. Within ten (10) working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Client.

39. Contract Documents and Information

The Service Provider shall not, without the Client's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), or information furnished by or on behalf of the Client in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

40. Contract Language

The Contract and all documents relating to the Contract, exchanged between the Service Provider and the Client, shall be in English. The Service Provider shall bear all costs of translation to English and all risks of the accuracy of such translation.

41. Indemnification

The Service Provider agrees to indemnify and hold the Client harmless from and against any and all third party claims of infringement of patent or trademark, demands, suits, causes of action, proceedings, judgments, damage costs, expenses and liabilities (including reasonable attorney fees and costs) for bodily injury and property damage to third parties to the extent that such claims arise from the acts or omissions of the Service Provider, its employees, officers, agents etc. or in respect of non-observance of any statutory requirements or legal dues or any nature.

42. Assignment / Subcontract

The Service Provider will not assign or sub-contract its obligations under the Contract, in whole or in part without the prior permission and consent of the Client.

43. Termination for Default

If the Service Provider fails or delays in performance of any of the obligations under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract, engages in any illegal activities, the Client may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Service Provider, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Service Provider; provided that the termination of the Contract shall be resorted to only if the Service Provider does not cure its failure / delay, within fifteen working days(or such longer period

as the Client may allow in writing), after receipt of such notice. The Performance security shall be forfeited.

44. Termination for Insolvency

If the Service Provider (or lead partner in case of JV) becomes bankrupt or otherwise insolvent, the Client may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Service Provider, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Service Provider.

45. Termination for Convenience

45.1 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, 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.

45.2 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.

46. Force Majeure

46.1 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 labour disputes involving the affected party or its respective sub-contractors, employees or agents.

46.2 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

46.3 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 travelling at supersonic speed or other natural disasters.

46.4 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.

46.5 Force Majeure Events shall not include the following:

- 46.5.1. Late delivery or interruption in the delivery of Goods
 - 46.5.2. Delay in the performance of the Purchase Order by the Bidder or its subcontractor.
 - 46.5.3. Breakdown in machinery or equipment
 - 46.5.4. Normal wear and tear or random flaws in materials, machinery or equipment.
- 46.6 If, by reason of a Force Majeure Event a party is wholly or partially unable to carry out its obligations under the Contract, the affected party shall:
- 46.6.1. give the other party notice of the Force Majeure Event(s) as soon as practicable, but in no event later than the later of forty- eight (48) hours after the affected party becomes aware of the occurrence of the Force Majeure Event(s), or six (6) hours after the resumption of any means of providing notice to the other party. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
 - 46.6.2. provide, wherever appropriate or when reasonably requested to do so by the other party, further information to the other party fully describing the Force Majeure Event(s) and its cause(s), and providing or updating information relating to the efforts of the affected party to avoid and/or to mitigate the effect(s) thereof; and estimates, to the extent practicable, of the time for which the affected party reasonably expects it shall be unable to carry out any of its affected obligations due to the Force Majeure Event(s).
- 46.7 The affected party shall notify to the other party of the cessation of the Force Majeure Event and of its ability to recommence performance of its obligations under this Purchase Order as soon as possible and in any event not later than seven (7) days after the cessation of the events described above.
- 46.8 The Service Provider shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure/delay in performance/discharge of obligations under the Contract is the result of an event of Force Majeure.

47. Dispute Resolution

- 47.1 The Client and the Service Provider shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 47.2 If, after thirty working days, from the commencement of such informal negotiations, the Client and the Service Provider have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

48. Statutes and Regulations

- 48.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. The Service Provider shall, in all matters arising in the performance of the Contract, conform,

in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Client indemnified against all penalties and liability of any kind for breach of any of the same.

48.2 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

49. Taxes and Duties

The Service Provider shall be entirely responsible for all applicable taxes, duties and other such levies imposed by the concerned local, provincial and federal authorities in Pakistan but is exclusive of Sales Tax on Services which shall be added by the Purchaser over and above the quoted amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on Services as and when applicable

50. Contract Cost

All expenses in respect of the execution and registration of this Agreement shall be borne by the Service Provider and the Client shall in no case be responsible / liable for these costs.

51. Authorized Representative

51.1 The Client or the Service Provider may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any or all of the duties/authority, vested in them, to their Authorized Representative, including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

51.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him/them, by the Client, or the Service Provider.

51.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

51.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

51.5 Notwithstanding above clause, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Client to disapprove such Services or Works and to give instructions for the rectification thereof.

51.6 If the Service Provider questions any decision or instruction of the Authorized Representative of the Client, the Service Provider may refer the matter to the Client who shall confirm, reverse or vary such decision or instruction.

52. Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

53. 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.

54. 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.

55. Taking-Over Certificate

- 55.1. The Service Provider shall upon termination or expiry of the contract send a Request for a Taking-over Certificate (TOC) in order to transfer possession of the Fuel System back to the Client.
- 55.2. The Client shall, within thirty (30) days of receipt of Request for a TOC from the Service Provider issue a TOC stating the date of successful inspection of the Fuel system or any portion thereof, for their intended purposes.
- 55.3. In case the Client finds any deficiency in the condition of the Fuel System, the Client shall notify the Service Provider within a period of fifteen (15) days from the date of request for the Taking-over Certificate giving reasons or specifying the work required. The Service Provider shall within a reasonable time remedy such defects and notify the same to the Client. The Client after satisfactory remedial of the defects by the Service Provider within seven (7) days shall take possession of the Fuel System and issue the final TOC. Fueling services shall only be provided for the time and to the extent of satisfactory remedial work carried out on the Fuel System.
- 55.4. If the issuance of TOC is delayed beyond 30 days of the Request for TOC by the Service provider due to no fault of his own, the Service Provider shall only be liable to render fueling services up to a maximum of 30 days from the date when such TOC becomes due.

ANNEXURE - A: TECHNICAL PROPOSAL DOCUMENT CHECKLIST

Note: The bidder shall place tags on documents containing Serial 1 to 10

Sr. No.	List of Documents	Yes () / No (x) / Not Applicable (N/A)
1	Covering letter duly signed and stamped by authorized representative (Annexure - B)	
2	Technical Proposal Submission Form (Annexure - C)	
3	Registration Certificate of Company/ AOP along with MOU in case of JV (In case of JV, applicable to all members)	
4	Copy of Tender Security of PKR 100,000/- as prescribed in the Tender Document (sealed in a separate envelope)	
5	Valid Registration Certificate for Income Tax (In case of JV, applicable to all members)	
6	Technical Evaluation (Annexure - D) including the following attachments:	
6(a)	Verifiable details of Clients along with particulars including company name, address, focal person, contact no. and average monthly consumption.	
6(b)	For evidence of experience: Atleast income tax return 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 certificate from OMC's for quoted period (In case of JV, applicable to all members)	
6(c)	For evidence of Revenue: Audited Financial Statements or income tax return for the 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 certificate from OMC's for last three years or since inception if earlier.	
6(d)	For evidence of Storage Tanks: Verifiable License from Explosive Department, Lease Agreement in case of storage in lease. Pictorial proof of storage tanks for which the Client shall have the rights if site verification.	
7	Financial Capacity of the Bidder (Annexure - E)	
8	Power of Attorney (Annexure - F)	
9	Undertaking (All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted (Annexure - G)	
10	Affidavit (Annexure - H)	

ANNEXURE - B: FORMAT FOR COVERING LETTER

To

(Name and address of Client)

Sub: _____.

Dear Sir,

1. Having examined the tender document and Annexure we, the undersigned, in conformity with the said document, offer to provide the services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
2. We undertake, if our proposal is accepted, to provide the services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Client.
3. We agree to abide by this proposal for the period of 180 days, as per requirement of the tender document, from the last date of submission of this tender and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We agree to execute a contract in the form to be communicated by the client, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
5. Unless and until a formal agreement is prepared and executed, this proposal together with the Client's written acceptance thereof shall constitute a binding contract agreement.
6. We understand that the Client is not bound to accept any or all of the bid it receive, not to give any reason for rejection of any bid and to defray any expenses incurred by us in bidding.
7. We certify the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered.
8. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.
9. We would like to clearly state that we qualify for this work as our firm/company meets all the pre- criteria indicated in your tender document.

Authorized Signatures with Official Seal, Name & Address

ANNEXURE - C: TECHNICAL PROPOSAL SUBMISSION FORM

Technical Proposal Submission Form

[Location, Date]

To _ (Name and address of the Client)_

Dear Sir,

We, the undersigned, offer to provide the _(insert title of assignment)_ in accordance with your Request for Proposal/Tender Document dated _(insert date)_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to render services as per the scope of this Tender Document (insert Name of Tender Document)

We also confirm that the Government of Punjab / Pakistan has not declared us ineligible or blacklisted on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

[Authorized Signature]

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

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 certificate from OMC's for quoted period or any other valid evidence (in case of JV, applicable to any one members)
3	Average Annual Turnover from petroleum business for the last 3 years or since inception if earlier	30	Rs. 30M to Rs. 60M=10Marks Rs.61 M to Rs. 100 M=20Marks Rs. 101 M & Above = 30Marks	Audited Financial Statements or income tax return for the 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 certificate from OMC's for last three years or since inception if earlier
4	Storage Capacity*	15	10,000 to 50,000 Litters = 10Marks Greater than 50,000 Litters = 15 Marks	Verifiable License from Explosive Department, Lease Agreement in case of storage in lease. Pictorial proof of storage tanks for which the Client shall have the rights if site verification.

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

ANNEXURE - D: TECHNICAL EVALUATION

To be filled out by the bidder; and by all partners in case of a Joint Venture.

References and supporting documentation required as evidence for each as per RFP

Sr. No.	Criteria	Enter Value / Input
1	Number of clients with minimum monthly supply of 10,000 liters of Diesel or more	
2	Number of years of experience in supply of Diesel	
3	Average Annual Turnover from petroleum business for the last 3 years or since inception if later	
4	Storage Capacity	

Note: In case of JV, the above values at serial 1, 3 & 4 may be combined if both JV partners are suppliers of petroleum products.

ANNEXURE - E: FINANCIAL CAPACITY OF THE BIDDER

The following form requiring financial data shall be filled out by the Bidder; and by all partners in case of a Joint Venture and along with one summary form for all partners. The Client reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Services may be disqualified.

Instructions:

Please Provide the required information for the previous three years or since inception if earlier (most recent to oldest). Also attach balance sheets and Income Statement of your firm for the relevant years.

Financial Information	Year 1	Year 2	Year 3
Information from Balance Sheet:			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement:			
(5) Total Revenue (TR)			
(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

1. Provide information on current or past litigation or arbitration over the last three (3) years as shown in the form below:

Litigation or arbitration in the last three (3) years: No: _____ Yes: _____ (If yes, please provide details below):

Litigation and Arbitration During Last three (3) Years		
Year	Matter in Dispute	Value of Award Against Bidder in PAK Rupees

Authorized Signatures with Official Seal

ANNEXURE - F(0): INSTRUCTIONS FOR PREPARATION OF POWER OF ATTORNEY

1. To be executed by an authorized representative of the bidder.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
4. In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

ANNEXURE - F: FORMAT OF POWER-OF-ATTORNEY

POWER OF ATTORNEY

(On a Legal / Revenue Stamp Paper of Pakistan / of the bidder's country in the relevant value OR on the bidder's letter head officially signed and stamped)

We (name of the company and address of the registered office) do hereby appoint and authorize

Mr. / Ms. (full name and residential address) bearing Pakistan's Computerized National Identity Card (CNIC) no. (Complete CNIC No.) who is presently engaged with us and holding the position of our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (*insert name of the tender*) in response to the tenders invited by the Punjab Masstransit Authority including signing and submission of all documents and providing information/responses to the Punjab Masstransit Authority in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

ANNEXURE - G: UNDERTAKING

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this ____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

ANNEXURE - H: AFFIDAVIT

AFFIDAVIT

Integrity Pact

We _(Name of the bidder)_ being the first duly sworn on oath submit, that Mr./Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by _(Name of the Bidder company)_ hereinafter called the Bidder to submit the attached bid to the Punjab Masstransit Authority. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the Punjab Masstransit Authority any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the Bidder in the bidding and in the evaluation and selection of the Bidder for contract or for refraining from properly and thoroughly maintaining Operations implementations, reporting violation of the contract specification or other forms of non-compliance.

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20__

Notary Public

**ANNEXURE - I: FINANCIAL PROPOSAL SUBMISSION FORM
(PART OF FINANCIAL BID ENVELOPE)**

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To _(Name and address of the Client)_

Dear Sir,

We, the undersigned, offer to render services in accordance with the scope defined in the tender document for _(Insert name of the tender document) dated (insert date)_ and our Technical Proposal. Our Financial Proposal for an Annual Service Fee of PKR (insert amount in words and figures) exclusive of Sales Tax on Services which shall be added by the Purchaser over and above the quoted amount is attached.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the tender.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Operators for any part of the Contract, ineligible or blacklisted on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Signed:

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

ANNEXURE - J: FINANCIAL PROPOSAL

Sr. No.	Item	Monthly Fee (Pakistani Rupees)
1	Service Fee for allied services	X

Qualified bidder with the lowest value of "X" will be considered successful:

Important note:

1. No advance payments shall be made
2. Lowest value of "X" will determine the successful bidder, provided mandatory requirements are met.
3. The Bid Value is exclusive of Sales Tax on Services which shall be added by the Purchaser over and above the quoted amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price

I/we confirm that I/we have read and understood the rules and regulations regarding the bidding process for *(insert name of the tender)* and offer my/our acceptance to the terms and conditions contained herein in this bid document.

Name of the Bidder _____

Signature _____

Address _____

ANNEXURE - K: PERFORMANCE SECURITY

PERFORMANCE SECURITY

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgement Date:

WHEREAS [Name and Address of the Service Provider] (hereinafter called "the Service Provider") has agreed to render services under the scope defined in the Tender for [Tender Name] (hereinafter called "the Contract") for the Annual Service Fee of PKR (in figures

_____) (in words _____)

AND WHEREAS it has been stipulated in the Tender Document that the successful Service Provider shall furnish Performance Security, within ten (10) working days of the receipt of the Acceptance Letter from the Client, in the form of a Bank Guarantee issued by a scheduled bank, rated "A" or above by PACRA or JCR-VIS, operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Client, with an undertaking to renew the same before the end of each year on yearly basis, one month before the expiry of the submitted bank guarantee, valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give a Performance Guarantee in the favour of the Service Provider;

NOW THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Client, for the sum of PKR (in figures _____) (in words

_____) which is 10% of the Annual Service Fee of the Service Provider, and undertakes to pay to the Client, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Client having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Service Provider commits a default under the Contract
2. As adjustment against any amount imposed as a fine by the Client for irregularities

committed by the Service Provider

3. As adjustment against any outstanding payment decided by the Client
4. If the Service Provider fails to submit the bank guarantee for the next year one month before the expiry of already submitted bank guarantee
5. If the Service Provider fails to fulfil any of the obligations under the Contract
6. If the Service Provider violates any of the terms and conditions of the Contract.
7. If the Service Provider terminates this contract for convenience.
8. If the Service Provider fails to achieve 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.
9. As adjustment against any of the penalties requiring forfeiture of Performance Security as specified in **Annexure - L**

Provided that the Client shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided that any demand(s)/claim(s) from the Client shall reach the Guarantor within thirty working days after/before the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until expiry of warranties or all obligations have been fulfilled in accordance with the Contract, whichever is later.

Date this _____ day of 20_____.

GUARANTOR

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

ANNEXURE - L : PENALTY MECHANISM / SERVICE LEVEL AGREEMENT

The SLA describes target performance levels which the service provider 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 service provider 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 PMBS 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.	The Service Provider shall be liable to bear the actual cost of established stolen quantity estimated by the Client. 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.
3	Failure to abide by any rules and regulations (including instructions) 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 the Client's 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 fuel quantity supplied/decanted as may be reported by the Client's 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>
6	Failure to contain spillage within acceptable fuel spillage levels as may be ascertained/reported by the Client's representative/inspector along with a photographic evidence	Cost of Estimated spillage above acceptable fuel spillage level as determined by the Client. + PKR 10,000/-
7	Failure to maintain adequate and up-to-date log book of all re-fuelling activity (Generator readings, quantity delivered at each supply, flow meter reading, dip rod readings etc.) OR Failure to submit reports as per prescribed schedule and format	<p>5000 + (B x 1000) per instance in PKR</p> <p>where B is each additional day after the schedule prescribed by the Client</p>
8	Failure to employ and engage trained and skilled staff, within time period specified under scope of contract, reasonably required to complete the duties of this contract to the satisfaction of the Client.	<p>Amount equivalent to 10% of Performance Security upon issuance of 1st written notice</p> <p>Amount equivalent to 30% of Performance Security upon issuance of 2nd written notice</p> <p>Forfeiture of performance security and termination of the contract upon non-compliance to 2nd notice within specified time</p>
9	Failure to ensure presence of its authorized representative(s) at any PMBS site or Client's office at short but reasonable notice when so required by the Client or respond to queries of the Client in a timely manner.	Rs. 20,000 per occurrence
10	Any Loss or damage caused to movable or immovable property of the Client or any other PMBS Service Provider directly and solely attributable to the Service Provider.	Replacement / repair cost of damage caused as assessed by the Client
11	Failure to remove broken-down delivery or staff vehicle from the PMBS corridor before commencement of Operations	Actual cost of removing broken down vehicle from the PMBS corridor as incurred by the Client + Rs. 20,000
12	Failure to arrange backup delivery vehicle within one hour in case of breakdown OR delay in fuelling from the prescribed schedule due to poor condition /arrangements of delivery vehicle	PKR 10,000 per incident
13	Failure to comply with O&M requirements as laid in scope of the contract within 24 hours of the identification of fault.	<p>10,000 + (Cx2000) for each incident in PKR</p> <p>where C = each additional hour after 24 hours of identification of fault</p>
14	Failure to calibrate the dispensing units (installed on delivery vehicles), flow-meters (installed on fuel tanks) and auxiliary tanks or provide calibration reports as per scope of contract	<p>10,000 + (Dx2000) for each incident in PKR</p> <p>Where D = Each additional day after the schedule prescribed by the Client.</p>
15	Ensure its personnel do not enter into the PMBS territory without valid entry Cards/permit issued by the Client.	The offender shall be liable to pay the prescribed fine under Rule 7 of the Punjab Masstransit Authority Rules, 2013, failing which he/she will be prosecuted under the provisions of the Punjab Masstransit Authority

		Act, 2012.
16	Voidance of Warranty due to supply and use of sub-standard fuel as described in the scope of contract	Up to 10% of the replacement Cost of Generator
17	Failure to arrange lab test as per scope of contract.	10,000 + (E x 2000) in PKR Where E = Each additional day after submission date prescribed by the Client

ANNEXURE - M: SPECIFICATIONS OF 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	Colour	-	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	Cetane Index (calculated)	-	D-976	45	Min
7	Sulfur	wt %	IP-63	1.0	Max
8	Copper strip 3 hrs. corrosion at 100°C	-	D-130	1	Max
9	Conradson carbon % wt of 10% residue	wt %	D-189	0.20	Max
10	Sediments	% wt	D-473	0.01	Max
11	Water	% Vol	D-95	0.05	Max
12	Ash contents	% wt	D-482	0.01	Max
13	Neutralization Value a) Total Acid No. b) Strong Acid No.	mg KOH/g	D-974/664	0.5 NIL	Max
14	Kinematic viscosity @40°C	Cst	D-445	1.5 6.5	Min Max
15	Distillation a) 50% Vol. Rec. b) 90% Vol. Rec.	°C	D-86	290 365	Max Max

ANNEXURE - N : REPORTS

Daily Generator Reading/Fuel Level - Date:																							
Station ID	Station Name	Genset ID	Genset Rating	Meter Reading (Hours)	Operating Hours	Time of Reading	Fuel Level (Base) %	Aux Tank Level (cm)	Liters	Base Tank (cm)	Liters	Genset ID	Genset Rating	Meter Reading (Hours)	Operating Hours	Time of Reading	Fuel Level (Base) %	Aux Tank Level (cm)	Liters	Base Tank (cm)	Liters	Remarks/Reason	
P1SDR	Saddar		250KVA										230 KVA										
P1MRC	Alamir		250 KVA										230 KVA										
P1LQB	Luswat Bagh		250 KVA										230 KVA										
P1CMC	Committee Chowk		250 KVA										230 KVA										
P1WAK	Waris Khan		250 KVA										230KVA										
P1LCH	Chandni Chowk		350 KVA										350 KVA										
P1RHA	Rehmanabad		250 KVA										230 KVA										
P1SRD	6th Road		250 KVA										230 KVA										
P1SHA	Shamsabad		250 KVA										230 KVA										
P1FBD	Faizabad		350 KVA										350 KVA										
P1LIP	LIP		250 KVA										230 KVA										
P1POT	Potchar		250 KVA										230 KVA										
P1KHJ	Rhybar-E-Johar		250 KVA										230 KVA										
P1FAF	Faiz Ahmed Faiz		250 KVA										230 KVA										
P1KSH	Kashmir Highway		400 KVA										400 KVA										
P1CHM	Chamman		250 KVA										230 KVA										
P1IES	Ibn-E-Sina		250 KVA										230 KVA										
P1KCH	Katchery		250 KVA										230 KVA										
P1CEN	P.I.A.S		250 KVA										230 KVA										
P1STE	Stock Exchange		250 KVA										230 KVA										
P1SAV	7th Avenue		350 KVA										350 KVA										
P1SHM	Shaheed-E-Millat		250 KVA										230 KVA										
P1PRG	Parade Ground		250 KVA										230 KVA										
P1PMS	Pak Secretariat		250 KVA										230 KVA										

Diesel Shift Report																
Sr.#	Station ID	Station Name	Genset ID	Genset Capacity (KVA)	Date	Genset Hrs.	Time	Base Tank %		Before Fuel Shift		After Fuel Shift		Fuel Shifted		Remarks
								Before	After	Aux. Tank Level (cm)	Aux. Tank Level (Ltr.)	Aux. Tank Level (cm)	Aux. Tank Level (Ltr.)	Cm.	Ltrs.	
12																
13																
14																
15																
16																

MONTHLY REPORT- BASE TANK / AUXILIARY TANK / ENGINE RUNNING HOURS

Sr. No.	Station ID	Station Name	Base Tank June 30 (L)				Base Tank July 31 (L)				Base Tanks Difference (L)				Aux Tank June 30 (L)			
			230 KVA	250 KVA	350 KVA	400 KVA	230 KVA	250 KVA	350 KVA	400 KVA	230 KVA	250 KVA	350 KVA	400 KVA	230 KVA	250 KVA	350 KVA	400 KVA
1	P1SDR	Saddar																
2	P1MRC	Marrir																
3	P1LQB	Liaqat Bagh																
4	P1CMC	Committee Chowk																
5	P1WAK	Waris Khan																
6	P1CHC	Chandni Chowk																
7	P1RHA	Rehmanabad																
8	P1SRD	6th Road																
9	P1SHA	Shamsabad																
10	P1FBD	Faizabad																
11	P1IUP	IJP																
12	P1POT	Potohar																
13	P1KHJ	Khyban-E-Johar																
14	P1FAF	Faiz Ahmed Faiz																
15	P1KSH	Kashmir Highway																
16	P1CHM	Chamman																
17	P1IES	Ibn-E-Sina																
18	P1KCH	Katchery																
19	P1CEN	P.I.M.S																
20	P1STE	Stock Exchange																
21	P1SAV	7th Avenue																
22	P1SHM	Shaheed-E-Millat																
23	P1PRG	Parade Ground																
24	P1PKS	Pak Secretariat																

FUELING REPORT

Date	5-Apr-15
Total Fuel Filled	0.00

Generator Aux. Tank

S. No.	Site ID	Site Name	Delivery Form #	Genset ID	Vehicle Reg No.	Genset Capacity (KVA)	Current Visit		
							Current Visit Date	Genset Hr Meter	Current Visit Fuel Filled (Liter)
1									
2									
3									
4									
5									
6									
7									