

PUNJAB MASSTRANSIT AUTHORITY

Record of Meeting

Agenda	Clarification Meeting on RFP for supply of diesel to generators and rendering of allied services for Pakistan Metrobus System (PMBS) in Rawalpindi - Islamabad		
Date	09/03/2021		
Venue	PMA Office, 5th Floor, Arfa Software Technology Park, 346-B, Lahore	Chair	Miss. Shumaila Mohsin, Manager Operations (Technical), PMBS

List of Participants:

- 1 Miss. Shumaila Mohsin, Manager Operations (Technical), PMBS
- 2 Mr. Muhammad Umar, Assistant Manager Mechanical, PMBS
- 3 Mr. Shahbaz Ahmad, Usman Ahmad Builders
- 4 Mr. Abdullah Babar, ZS Enterprises
- 5 Mr. Muhammad Farooq, Mefcon Enterprises

DECISIONS / DISCUSSIONS

The meeting started at 1230 hours. The Manager Operations (Technical), PMBS formally welcomed the participants and started the meeting. She gave a brief presentation on the salient features of the project and elaborated the scope of work of the Tender Document. Question and Answer session was conducted afterwards. Detailed Minutes of Meeting are attached at **Annex-A**. The list of participants is attached at **Annex-B**. The meeting ended at 1345 Hours with a note of "Thanks."

Sr. No.	QUERIES / COMMENTS	PMA'S RESPONSE
M/s ZS Enterprises		
1	Which services are required for this contract ?	Please refer to the Contract Clause 10 "Service Required"
2	What is the capacity of fuelling tank ?	The Capacities of the Aux. Fuel Tanks are as follow: 1300 litres with 230 KVA & 250 KVA Gensets 1600 litres with 350 KVA & 400 KVA Gensets 2200 litres with 450 KVA & 635 KVA Gensets
3	Which fuel tests are required ?	Please refer to the Contract Clause 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)"
M/s Usman Ahmad Builders		
4	What will be the price of fuel paid to us?	Please refer to the contract clause 31.2.1: "Payment for the supply of High Speed Diesel shall be made on the regulated Diesel price notified by OGRA.
5	When will the payment for the supplied fuel be made?	Please refer to the contract clause 31.2.2: "Payment for the supply of High Speed Diesel shall be made within 7 days of receipt of the invoice.
M/s Mefcon Enterprises		
6	Refer to Page No. 10; There is no provision in the RFP for procurement of new flow meters for replacement. In our view, same must be kept in the RFP similar to the previously floated RFP in the case of Lahore in 2018. Form of Financial Bid may also be reviewed from this perspective accordingly.	Disagreed.

Sr. No.	QUERIES / COMMENTS	PMA'S RESPONSE
7	<p>Page No. 45 - 47, Refer to Annexure – L Penalties Sr. No. 13, 14 & 17; Certain changes to these penalties were made by the PMA in its last procurement for the same Contract for Services in LMBS. These changes were made in order to make the Contract more reasonable, as a result of repeated issues in the management of the previous Contract. Accordingly, maximum monthly limits were added to all these penalty clauses while penalty at Sr. 13 was also amended as follows:</p>	<p>Agreed. Penalty at Sr. No. 13 will be amended as follow: Description of Infraction Failure to comply with O&M requirements as laid in scope of the contract within 24 hours of the identification of fault. the following duration:- a) 07 Days of the identification of fault in cases involving supply of new Flow Meter or workshop repair of existing flow meter. b) 24 hours of the identification of fault in cases onsite repair of the existing flow meter.</p> <p>Penalty for Non-performance 10,000 + (Cx2000) for each incident in PKR where C = each additional day in case (a) after 07 days and each additional hour in case (b), after 24 hours (Max Limit Rs 50,000/- Per Month for each incident)</p> <hr/> <p>Agreed. Penalty at Sr. No. 14 will be amended as follow: Description of Infraction 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> <p>Penalty for Non-performance 10,000 + (Dx2000) for each incident in PKR Where D = Each additional day after the schedule prescribed by the Client. (Max Limit Rs 30,000/- Per Month)</p> <hr/> <p>Agreed. Penalty at Sr. No. 17 will be amended as follow: Description of Infraction Failure to arrange lab test as per scope of contract.</p> <p>Penalty for Non-performance 10,000 + (E x 2000) in PKR Where E = Each additional day after submission date prescribed by the Client. (Max Limit Rs 30,000/- Per Month)</p>
8	<p>In Annexure - D, bands for average annual turnover in the Technical Evaluation have been changed as follows: The changed revenue bands seem unnecessarily low considering the high-volume sales nature of the petroleum business. In fact, this criterion is inconsistent with the requirement mentioned at Sr. No. 1 of the Technical Evaluation Criteria. PMA is requested to reconsider this change as it undermines the purpose of attracting reputable/established parties for competition.</p>	<p>Disagreed.</p>

Sr. No.	QUERIES / COMMENTS	PMA'S RESPONSE
9	<p>In Annexure - E, provision of financial information by all parties is not necessary in the technical evaluation criteria as an option has been given in the RFP to combine this information in the case of JV partners if needed. Accordingly, information regarding only those parties in the JV must be sought whose information has been combined in the bid to obtain marks in the technical evaluation criteria.</p> <p>This change is requested for time saving and avoidance of unnecessary burden in preparation and evaluation of the Tender.</p>	Disagreed.
10	<p>The basic eligibility criteria in the RFP does not require the bidders to be engaged primarily in the petroleum business, which is likely to attract unrelated parties in this tender, leading to unfair competition. The PMA, in its previous procurements, required the bidders (and in case of JVs the lead partners) to be engaged primarily in the petroleum business as a pre-requisite / pre-qualification. In fact, a participant in the bidding process was disqualified on similar grounds during the procurement process of fueling services for MMBS. It may be noted that all services required to be performed in the RFP are related to petroleum business, therefore justification for constitution of any JV must be collaboration of related skills/experience/technical know-how.</p>	<p>Page No. 12, Clause 14.2 will be amended and read as follow: "One JV partner will be designated as the 'Lead partner' having engaged primarily in petroleum business 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"</p>
11	<p>Page No. 7 Clause 4.12 Definition of Services may please be clarified so that the words services and allied services may be used interchangeably.</p>	<p>Page No. 8, Clause 4.24 will be amended and read as follow: "Services shall mean the tasks to be performed by the Service Provider as per section 10 of this Contract. The terms "services" and "allied services" shall be used interchangeably for the purpose of this Contract"</p>
12	<p>Page No. 8, Clause 4.24 Section references are incorrect for section 14.</p>	<p>Agreed Page No. 8, Clause 4.24 will be amended and read as follow: "Joint Venture (JV) shall mean an association of up to four business entities formed as per requirements listed in section 14 of this RFP"</p>
13	<p>Page No. 15 Clause 17.2.6.4 and Page 36 Only license number must be required to be provided in the bid, as was the case in the previous RFPs of PMA (before 2015).</p> <p>The requirement of attaching license copy created huge problems in the award of the Contract in Lahore in 2018 as licenses are submitted for renewal with the Explosives Department annually, which takes a lot of time, even years, to accord approval and for this very reason licenses stand valid unless cancelled, as per law given in Chapter 6, (Licenses) Clause No. 112, Section 3, of The Explosives Rules, 2010. Attaching an old copy of the license containing stamp of previous years only creates confusion during evaluation, giving false impression of having submitted an expired license.</p> <p>License Number is a legally issued ID and can be easily verified with the concerned department, if needed.</p>	Disagreed.

Sr. No.	QUERIES / COMMENTS	PMA'S RESPONSE
14	Page No. 35, Clarity is requested from PMA regarding Sr. No. 4 of Annexure-D with regard to the 'later'	Average Annual Turnover from petroleum business for the last 3 years or since inception if earlier .
15	<p>Page No. 12, Clause 10.21.3 requires arranging of 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.</p> <p>The above Clause is unclear and unnecessary as well as there is a well-defined mechanism already present in the RFP for third party fuel testing (refer Clause No. 10.21.2)</p>	Disagreed
16	<p>Page. No. 9 Clauses 10.3, 10.5 (d) & 10.5 (e) Fueling Service Providers do not enjoy the status of any specialized security company nor are legally competent to provide any security arrangements as per law contained in Section 5 of THE PUNJAB PRIVATE SECURITY COMPANIES (REGULATION AND CONTROL) ORDINANCE, 2002) which states that no person is legally permitted to provide security arrangements for consideration unless he holds a license for the said purpose issued under the abovesaid Ordinance. Theft prevention measures, however, do not require holding of any such license.</p> <p>A dispute has already arisen in Lahore where an incident of vandalism caused a loss of diesel worth approx. 120,000 which the fueling service provider was asked to compensate despite negligence of Security Service Provider and running Service Provider of fueling has already provided Legal Opinion to the PMA in its favor.</p> <p>PMA is requested to re-draft above-referred Clauses to avoid any misunderstanding/disputes in future and eliminate overlap of services between Security Service Contract and Fueling Services as per their relevant expertise and applicable law.</p>	Disagreed.

Sr. No.	QUERIES / COMMENTS	PMA'S RESPONSE
17	<p>Following from Sr. 16 above; penalty clause mentioned at Sr. 2 of Annexure-L is proposed to be reworded as follows for clarity:</p> <p>Failure to maintain the theft prevention system for fuel present in Auxiliary tanks on 24-hour basis, 7 days per week (including public holidays).</p>	Disagreed
18	<p>Page No. 4 Clause 4.6 and Page 7, 13-14 Contradiction in Page No. 4 para 1 and Para 3. Extracts reproduced below:</p> <p>Para 1: Registered Companies and Joint Ventures complying with criteria given in this document, are eligible for this tender, hereafter referred to as Bidders.</p> <p>Para 3: 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.</p> <p>It is an established principal that governments do not enter into Service Contracts/Concessions etc. with Sole Proprietors (SPs) and Association of Persons (AOPs) due to the following issues:</p> <ol style="list-style-type: none"> 1. Succession problems of SPs/AOPs and generic nature of business operations – usually trading. 2. Companies on the other hand have a separate legal existence and have a clear line of succession as per their Memorandum & Articles of Association as well as Form A, Form-29 filed annually with SECP. 3. Companies are registered under a specialized scope, detailed as object clauses in their Articles and Memorandum of Association. 4. Companies have higher regulatory and tax filing requirements, which make them more formal structures for doing business. <p>SPs and/or AOPs are usually allowed to take part in the JVs as partners other than in a lead role. Contradiction at Page No. 4 seems to be for the same reason. PMA is requested to clarify and consider in the best interest of fair competition.</p>	Disagreed.

Sr. No.	QUERIES / COMMENTS	PMA'S RESPONSE
19	<p>Page No. 11, There is a provision for upgradation in the flow meters installed in the PMBS Corridor with online module/capability as already successfully implemented in MMBS in 2018. Not only does this feature have an insignificant cost impact, especially keeping in view the long tenor of the Contract, but it offers great value as it serves the purpose of remote monitoring/executive level check which is the only fool proof way to fully eliminate any potential collusion between Service Provider and Client's staff.</p> <p>PMA may consider this solution for PMBS for better operational control/monitoring similar to MMBS.</p>	Disagreed
20	<p>Page No. 15, It is a standard practice to require relevant experience and capacity in provision of services in RFPs which are meant for procurement of services. This RFP is not just meant for the supply of product but also aimed at procuring several technical/specialized services. Why is there no provision for the same in the technical evaluation criteria? It seems to be unfair to compare/evaluate two parties with different technical skill on the same criteria, i.e. one having no experience in the services related to petroleum supply/inventory management/operations etc. while the other having length of experience in the same.</p> <p>PMA is requested to rationalize its technical evaluation criteria for fairly establishing technical capacity of bidders.</p>	Disagreed.

CLARIFICATION MEETING ATTENDANCE SHEET

TENDER

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

ATTENDANCE SHEET

Place: Conference Room, PMA Office, 5th floor,
Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore

Date: 09/03/2021

Time: 11:00 AM

Sr. No.	Name of Organization	Name of JV Partner (If any)	Representative's Name & Designation	Contact No.	Email Address	Signature
1	Usman Ahmed Builders		Shahbaz Ahmed	0321-6877775	Sabhanbuilders@gmail.com	<i>Shahbaz Ahmed</i> 09-03-2021
2	ZS enterprises		Abdullah Babar	0306-0475258	ZS ZS.15a@gmail.com	<i>Abdullah Babar</i> 09/march/21
3	Majeed Enterprises		Muhammad Farooq	03111492111	farooqhme@gmail.com	<i>Muhammad Farooq</i> 09/03/21
4						
5						
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Addendum No. 2 To The Tender Document

FOR

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



THE PUNJAB MASS TRANSIT AUTHORITY
Government of the Punjab

5th floor, Arfa Software Technology Park
346-B, Main Ferozepur Road, Lahore, Pakistan
Tel: 042 - 99028000 / 0333 - 6914001
[email: muhammadumar.pma@gmail.com](mailto:muhammadumar.pma@gmail.com)

Dated: March 09, 2021

Addendum No.2 to the Tender Document

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

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

issued and uploaded on March 10, 2021. The contents of this addendum shall supersede/replace pages 7,8,12,35,45, 46, 47, of the original RFP document, and shall be read as part of the RFP document uploaded on the following websites:

www.pma.punjab.gov.pk

www.ppra.punjab.gov.pk

Page No. 7 Clause 4.12 will be amended and read as follow:

4.12 "Services shall mean the tasks to be performed by the Service Provider as per section 10 of this Contract. The terms "services" and "allied services" shall be used interchangeably for the purpose of this Contract"

Page No. 8, Clause 4.24 will be amended and read as follow:

4.24 "Joint Venture (JV) shall mean an association of up to four business entities formed as per requirements listed in section ~~13~~ 14 of this RFP"

Page No. 12, Clause 14.2 will be amended and read as follow:

14.2 "One JV partner will be designated as the 'Lead partner' having engaged primarily in petroleum business 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"

Page No. 35, Sr. No. 3 Clause will be amended and read as follow:

Average Annual Turnover from petroleum business for the last 3 years or since inception if later earlier

Page No. 45 - 47, Annexure - L; PENALTY MECHANISM / SERVICE LEVEL AGREEMENT, Sr. No. 13, 14, 17 will be amended and read as follow:

Sr. No.	Description of Infraction	Penalty for Non-performance
13	Failure to comply with O&M requirements as laid in scope of the contract within 24 hours of the identification of fault. the following duration:- a) 07 Days of the identification of fault in cases involving supply of new Flow Meter	10,000 + (Cx2000) for each incident in PKR where C = each additional day in case (a) after 07 days and each additional hour in case (b), after 24 hours (Max Limit Rs 50,000/- Per Month for each incident)

	<p>or workshop repair of existing flow meter.</p> <p>b) 24 hours of the identification of fault in cases onsite repair of existing flow meter.</p>	
14	<p>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>	<p>10,000 + (Dx2000) for each incident in PKR</p> <p>Where D = Each additional day after the schedule prescribed by the Client. (Max Limit Rs 30,000/- Per Month)</p>
17	<p>Failure to arrange lab test as per scope of contract.</p>	<p>10,000 + (E x 2000) in PKR</p> <p>Where E = Each additional day after submission date prescribed by the Client. (Max Limit Rs 30,000/- Per Month)</p>