

# The Punjab Masstransit Authority

## Record of Meeting

Agenda	<b>TENDER FOR JANITORIAL AND HOUSEKEEPING SERVICES FOR METRO RAIL TRANSIT SYSTEM ON THE ORANGE LINE IN LAHORE (ALI TOWN TO DERA GUJRAN).</b>		
Date:	05-07-2021		
Venue	Committee Room, Punjab Metrobus Authority	Chair:	Mr. Rizwan Aziz, Manager Operations (Technical), PMA

### List of Participants:

1. Ms. Nabila Javed, Secretary, PMA
2. Ms. Anna Mumtaz, Assistant Manager (F&A), PMA
3. Mr. Adil Dyal, Assistant Manager (Operations), PMA
4. Mr. Sulaiman Majeed, Transport Department, Gopb.
5. Mr. Naveed, SEMC
6. Mr. Taha, Console Enterprises
7. Mr. Tariq, MBM Services.
8. Mr. M. Shoaib, Manager, Daewoo Pakistan.
9. Manager Finance, Skill Hub (Pvt.) Ltd.
10. CEO, Ghulam Hussain Sons (GHS).
11. Mr. Kaleem, MK Engineers Consultant.
12. Mr. Ahmad, One Source Maintenance
13. Mr. Hassan, MKEL
14. Mr. Abdul Rahim, SARMIK
15. Mr Malik Imran, Indus Engineers

### DECISIONS / DISCUSSIONS

The meeting started at 1100 hours. The Mr. Rizwan Aziz, Manager Operations (Technical), PMA formally welcomed the participants and started the meeting. Question and Answer session was conducted afterwards. Detailed Minutes of Meeting are attached as **Annex A**. The list of participants is attached as **Annex B**. The meeting ended at 0400 Hours with a note of "Thanks"

**ANNEX- A**

Sr. No	QUERIES / COMMENTS	PMA'S RESPONSE
<b>A</b>	<b>M/s GHS</b>	
1.	<p>We intended to participate in the subject tender floated by your good office however the document restricts the applicants to only companies registered with the SECP. Most of the companies in the market which are providing Janitorial Services are registered as AOP.</p> <p>It is suggested to make the following change in Clause 16.5.1</p> <p>o Suggested clause: All firms Registered with Registrar of Firms (Certified copy of Partnership Deed, along with Form C/D) OR SECP along with latest certified copy of Form 29 and A</p>	<p>Agreed. Firms registered with Registrar of Firms can also participate in the Tender as single bidder or in form of Joint Venture. The changes are reflected in the Addendum to the Tender Document</p>
2.	<p>As this project not only involves waste management, improvement and maintenance of sanitary condition so the title of the project may be changed from janitorial and housekeeping to waste management and maintenance services. Housekeeping is term which is usually refers to the management of duties and chores involved in the running of a household, such as cleaning, cooking, shopping, and bill payment. These tasks may be performed by members of the household, or by other persons hired for the purpose.</p> <p>It needs clarification that waste management project which involves involvement of sanitary workers (janitors) will be considered in experience or not.</p>	<p>The Tender name shall remain the same.</p> <p>Waste management project which includes involvement of sanitary workers (janitors) will be considered as experience.</p>
3.	<p>Tender document reference "Annexure B, Technical Evaluation Criteria"</p> <p>Registration with PEC shall be added at least category c4</p> <p>Certification of ISO 9001, 14001,45001 shall be added</p> <p>Registration with EOBI &amp; Social Security shall be added</p> <p>Methodology and implementation plan shall be added and number shall be allocated based on component of plan</p>	<p>Denied</p>

	<p>Instead of evidence of staff members drawn salary, their contact numbers and national identification card numbers, the contract document or work orders mentioning the number of staff shall be asked. Evidence of staff drawn salary could be an interference in people personal information and could not be shared unless and until written authorization of each staff member. Further is will be quite difficult to get the written authorization from 200 people to allow companies to share their personal information with a third party.</p> <p>Availability of professional staff (environmental engineer, environmental scientist, MBA or any other) shall be added in criteria and marks shall be allocated.</p>	
<b>B. M/s Daewoo Pakistan</b>		
1.	<p>Page 6 of 85</p> <p><b>Bidding Details (Instruction to Bidders)</b></p> <p><b>Comments:-</b></p> <p>No query shall be responded if received after the Clarification Meeting. As the client will respond to initial queries, the bidders might have subsequent queries on those responses. This clause should be removed.</p>	Denied
2.	<p>Page 46 of 85</p> <p><b>27. Performance Security</b></p> <p>The successful Bidder shall furnish Performance Security as under: Within ten (10) working days or more subject to Client's approval, of the receipt of the Acceptance Letter from the Client.</p> <p><b>Comments:-</b></p> <p>This deadline of 10 days for arrangement of Performance Security seems practically impossible to meet. Kindly extend the number of</p>	The dead line to furnish Performance Guarantee within 10 working days has been revised to 15 working days of the receipt the Acceptance Letter from the Client. The changes are reflected in the Addendum to the Tender Document.

	<p>days within which the Service Provider can provide the performance security.</p>	
<p>3.</p>	<p>Page 28 of 85</p> <p><b>8.2.2.13</b></p> <p>Near conclusion of the Contract excluding terminations for default or insolvency, the Service Provider shall submit a claim for the residual values of all those equipment / machineries procured for this project mentioned in section 8.2.2.1 to 8.2.2.6. and under ownership and possession of the Service Provider. The claim shall be supported by valid evidences and documents. PMA after scrutiny, will approve the claim amount. This amount shall be reflected in the new Tender with terms and conditions including payment of approved claim amount from the new Service Provider to the existing Service Provider. Once the new Service Provider is engaged and ready to take over the Project, PMA shall arrange the payment of the residual values. Subsequently the existing Service Provider shall hand back all such procured equipment / machinery along with all accessories, manuals, brochures etc. in good and working condition to the new Service Provider. The Hand back shall be considered as transfer of the ownership and possession of the equipment / machinery to the new Service Provider.</p> <p><b>Comments:-</b></p> <p>This compulsion of transferring equipment to new service provider, after expiry of the contract can create the following issues:</p> <ul style="list-style-type: none"> <li>• Disagreement on Residual Values of the equipment;</li> <li>• Delays in receipt of funds from new service provide, in case of delays in procurement of new service provider.</li> </ul> <p>To make it more flexible, Service Provider should be provided with</p>	<p>The Clause 8.2.2.13 has been deleted. Furthermore the life of the Contract has been revised from 03 years to 05 years. The changes are reflected in the Addendum to the Tender Document.</p>

	an option to either retain the equipment or sell it in the open market.	
4.	<p>Page 35 of 85</p> <p><b>8.2.1.28</b></p> <p>The bid value shall be adjustment in case of a change in Base Minimum Wage Rate considered as PKR 20,000/-, as per notification of Government of Punjab effective after 24.06.2021</p> <p><b>Comments:-</b></p> <p>Currently, only indexation or revision of rate is being done due to change in minimum wage. However, costs heads pertaining to Fuel and Spares etc. should also be incorporated to ensure the sustainability of the project. We recommend the bid amount to be indexed with Fuel Price and CPI/WPI on monthly basis.</p>	Denied
5.	<p>Page 35 of 85</p> <p><b>11 Bidder's Eligibility</b></p> <p>Is a Local Registered Company or Foreign Company with established place of business in Pakistan, registered with the Securities &amp; Exchange Commission of Pakistan under Company's Ordinance.</p> <p><b>Comments:-</b></p> <p>To extend the interested parties in this project, we recommend to restate it as follows</p> <p>Local Registered Company or Foreign Company with established place of business in Pakistan, registered with the Securities &amp; Exchange Commission of Pakistan under Company's Ordinance OR partnership firm registered under partnership act.</p>	Agreed. Please refer to the response against query at Sr. No A(1)

6.	<p>Page 32 of 81</p> <p><b>13 Joint Venture</b></p> <p>There must be at least one locally registered company (Partner) of proven track record and relevant experience, in the joint venture that must be the lead partner.</p> <p><b>Comments:-</b></p> <p>Proven track record of JV should be considered as a whole rather than restricting the criteria for lead member only. We request that it should be restated to “There must be at least one locally registered company (Partner) of proven track record and relevant experience”</p>	Denied
7.	<p>Page 36 of 85</p> <p><b>13 Joint Venture</b></p> <p>a. The Bidders may form a joint venture of maximum four Bidders. An Agreement Deed0020legally executed to that effect, or a Memorandum of Understanding (MOU), signed by all the partners shall be submitted with the Tender. All partners of the JV must be Registered Companies in the country of origin. Venture Capitalist firms can also become member of the JV.</p> <p><b>Comments:-</b></p> <p>Maximum of two Bidder should be allowed</p>	Denied
8.	<p>Page 37 of 85</p> <p><b>16) Preparation / Submission of Tender</b></p>	Denied

	<p>16.5.7 In case of JV only: -</p> <p>a. Agreement Deed / Memorandum of Understanding (MOU)</p> <p>b. Evidence to establish proven track record and relevant experience of lead member</p> <p><b>Comments:-</b></p> <p>Proven track record of JV should be considered as a whole rather than restricting the criteria for lead member only. We recommend that it should be restated to</p> <p>“16.5.7 In case of JV only: -</p> <p>a. Agreement Deed / Memorandum of Understanding (MOU)</p> <p>b. Evidence to establish proven track record and relevant experience”</p>	
9.	<p>Page 37 of 85</p> <p><b>16) Preparation / Submission of Tender</b></p> <p>16.5.11.2 Sr. No 2 (Total staff under employment) - Evidence of each staff member's last drawn salary. List of staff along with their name, company ID, National ID, contact details.</p> <p><b>Comments:-</b></p> <p>To ensure the inclusion of employees availing cash disbursement, we request to restate this clause as follows. 16.5.11.2 Sr. No 2 (Total staff under employment) - Evidence of each staff member's last drawn salary (In case of cash salary disbursement, salary receiving sheets will be used as evidence). List of staff along with their name, company ID, National ID, contact details.</p>	<p>Evidence in this case can be any document which clearly establishes the requirement and is acceptable to Tender Evaluation Committee.</p>

10.	<p>Page 67 of 85</p> <p><b>Technical Evaluation Criteria</b></p> <p>Total worth in PKR Millions of the Contracts for Janitorial and Housekeeping Services executed within last 05 years.</p> <p><b>Comments:-</b></p> <p>We request to restate it to as follows</p> <p>a) Audited Accounts of previous 4 - 5 Years</p> <p>b) List of contracts along with their title, client's name, start date, end date, duration, salient features and scope of the projects executed within last 05 years</p> <p>Requirement at (a) should be traceable from the list to be provided at (b) (In case of JV, applicable to any one member with maximum experience)</p>	Denied.
11.	<p>Page 67 of 85</p> <p>Experience of Janitorial and Housekeeping Services in Public Sector Organization.</p> <p><b>Comments:-</b></p> <p>In case of JV, applicable to any one member with maximum experience.</p>	The stated comment is already provisioned in the Tender Document.
12.	<p>Page 68 of 85</p> <p>Total Number of Clientele for Janitorial and Housekeeping Services in Corporate and Public Sector.</p> <p><b>Comments:-</b></p>	Denied. JV will be evaluated jointly unless stated otherwise. In this case, the sum of number of clients of all members will be considered for evaluation.

	In case of JV, applicable to any one member with maximum experience	
13.	<p>Page 68 of 85</p> <p>Average Annual Turnover in last three years in PKR Millions.</p> <p><b>Comments:-</b></p> <p>The annual turnover should be increased to a minimum of PKR 500 million from any of the JV member to maximum of PKR 1 billion and in case of JV, applicable to any one member</p>	Denied.
14.	<p>Page 68 of 85</p> <p>Net Worth in Last Year in PKR Millions (Total Assets - Total Liabilities)</p> <p><b>Comments:-</b></p> <p>Net worth requirement should be increased to a minimum of PKR 1 billion (In case of JV, applicable to any one member)</p>	Denied
15.	<p>Page 31 of 85</p> <p>a) Provide liquid soap dispenser, automatic air freshener, toilet disinfectant etc and provide its refilling and replenishment as and when required. A minimum stock of toilet papers shall be maintained for each washroom which will be provided upon user demand or any other situation when required.</p> <p>b) Ensure that each bin is provided with the plastic bag liner;</p> <p><b>Comments:-</b></p> <p>The quantity of required materials (liquid soap dispenser, automatic air freshener, toilet disinfectant, Toilet papers and liner etc) should be given in the RFP. Required frequency of toilet disinfection is also</p>	Denied. Performance required is outcome based. The Service Provider shall comply with the Service Level Agreement

	needed.	
16.	<p>Page 28 of 85</p> <p>Arrange and maintain appropriate number of waste bins. The number and design shall be approved by the Client first.</p> <p><b>Comments:-</b></p> <p>Client should provide information regarding shape, size and design of the waste bins.</p>	<p>Service Provider will arrange and maintain at least 20 waste bins per station, each with size 2.5' x 1.5'. The final design shall be approved by the Client. Please also refer to the Addendum to the Tender Document</p>
17.	<p>Page 63 of 85</p> <p>Key Performance Indicators/Penalties for non-compliance</p> <p><b>Comments:-</b></p> <p>Penalty should not be quantitative. It should be subjective.</p>	<p>Denied</p>
18.	<p>Page 53 of 85</p> <p>Execution Schedule</p> <p><b>Comments:-</b></p> <p>After award of the contract, service providers will have to import mechanical sweepers which is a time taking procedure. Client should clearly define and provide time period for import of Mechanical Sweeper and procurement of locally manufactured vehicles.</p>	<p>Mechanical sweepers are not required in this Tender. The question is irrelevant.</p>
<b>C. Other Bidders</b>		
.1.	<p><b>M/s Skill Hub</b> At least one supervisor in morning and evening shift at each stations should be allowed. While in night shift one (01) supervisor is sufficient for two stations.</p>	<p>Agreed. The changes are reflected in the Addendum to the Tender Document.</p>

2	<b>M/s Skill Hub</b> Does the staff quantity mentioned includes relievers.	No.
3	<b>M/s Skill Hub</b> Please provide the sizes and quantity of dust bins.	Please refer to the response against query at Sr. No B(16)
4.	<b>M/s Skill Hub</b> Will the Client restrict the Service Provider to have a minimum quantity of staff at a certain station	The minimum quantity of staff is mentioned for complete corridor only. The distribution of staff among stations will be up to the Service Provider subject to other terms and conditions.
5.	<b>Annexure-A: Service Level Agreement (SLA)</b>  The total monthly penalty amount shall not exceed more than 20% of same monthly payment to the Operator.  Bidder suggested total monthly penalty amount should not be more than 5% instead of 20%	Denied
.6	What is the approximate parking area at Anarkali Station.	Approximately 7,000 sq-m
.7	<b>MK Engineers Consultant</b> Who will make/establish SOP's for janitorial and Housekeeping services?	The Service Provider in mutual coordination with Client will develop SOPs. The SOPs once approved by the Client shall be treated under Service Level Agreement.
8.	How much increase in percentage is allowed from bid reserved price?	This is subject to the lowest evaluated bid, recommendations of Tender Evaluation Committee and approval of the Authority.
9.	Which types of Evidence of each staff member's last drawn salary are required/ acceptable?	Please refer to response against query at Sr. No B(9)
10.	Is any separate room for janitorial staff is available at Orange line stations?	Yes.
11	<b>Al Hussaini &amp; Company (Pvt) Ltd</b>  Your very kind attention is drawn to some discrepancies/ errors found in your tender documents at Page # 34 where number of station Supervisors Station are mentioned in quantities as 27. Where as on Page # 83 Quantities mentioned as 780. On the other hand	There is no discrepancy or error as highlighted. Please consider the unit while considering the quantities. The unit at Page 34 is numbers while the unit at Page 83 is Station/day. With 26 stations in the Orange Line and 30 days in a month, the quantity against Station/day works out to 780. The same unit as Station/day is for deep cleaning through disc

<p>janitors Staff at stations for 3 Shift Total Quantity as 791 on Page 34 .where as Janitors Staff at Station for 3 Shift has been mentioned as 780 on Page # 83. This creates confusion and termed as misleading information.</p> <p>It is added kindly clarify the services for deep cleaning of floors through disc scrubbers mentioned as 780 on Page # 83 as Quantity per month which needs further clarification to enable us to perform our task without any ambiguity. Similarly point regarding services for Garbage collection and its transport to city Disposal Points/Dumping sites mentioning Quantity per month 780 at Page # 83 needs further Clarification to enable us to make financial proposal amicably and smoothly for smooth flow of work in this connection Equipment list as well as material list is required in TORS.</p>	<p>scrubbers and waste disposal.</p> <p>The minimum requirement of equipment and material is already mentioned in the Tender Document. Any further requirement has to be assessed by the Bidder to meet the Service Level Agreement.</p>
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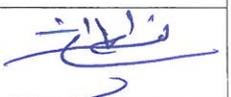
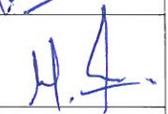
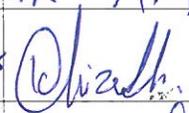
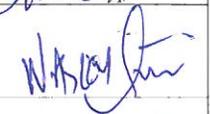
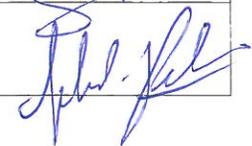
**CLARIFICATION MEETING**  
**TENDER FOR JANITORIAL AND HOUSEKEEPING SERVICES FOR METRO RAIL TRANSIT SYSTEM ON THE ORANGE LINE IN LAHORE**  
**(ALI TOWN TO DERA GUJRAN).**

**BIDDERS ATTENDANCE SHEET**

Place: Committee Room, PMA Office, 5th floor,  
Arfa Software Technology Park, Lhr

Date: 05/07/2021

Time: 3:00 PM

Sr. No.	Name of Organization	Name of JV Partner (if any)	Representative's Name & Designation	Contact No.	Email Address	Signature
1	SEMC		Naveed	0300-8007553	Naveed.npo@gmail.com	
2	Console Enterprises		Taha	0331-4512543	Tahashraf@gmail.com	
3	MBM Service		Tariq	0302-4098812	tariq@mbm.pk.com	
4	DAEWOO PAKISTAN		M. Sohaib Manager	03331954244	Sohaib.khan@daewoo.com.pk	
5	SKILLS HUB PVT Ltd.		MANAGER FINANCE	0334-9978962	INFO@SKILLSHUB.PK	
6	GHULAM HUSSAIN & SONS (GHS)		CEO	0345-4206666	INFO@GHSSID.COM	
7	MK Engineers & Consultant		Kaleem	0333-4789002	mikaleem.jutt@gmail.com	
8	One Source Maintenance		Ahmed	0321-4080177	info@OSM-PAK.COM	
9	MKFC		HASSAN	0324-4444090	Hassan@mkengineers.com.pk	
10	SARMIK		Abdul Rehman	0324/4200300	abdulrehman.waqar@gmail.com	

**CLARIFICATION MEETING**  
**TENDER FOR JANITORIAL AND HOUSEKEEPING SERVICES FOR METRO RAIL TRANSIT SYSTEM ON THE ORANGE LINE IN LAHORE**  
**(ALI TOWN TO DERA GUJRAN).**

**BIDDERS ATTENDANCE SHEET**

Place: Committee Room, PMA Office, 5th floor,  
 Arfa Software Technology Park, Lhr

Date: 05/07/2021

Time 3:00 PM

Sr. No.	Name of Organization	Name of JV Partner (If any)	Representative's Name & Designation	Contact No.	Email Address	Signature
11	INDUS Engineering Malik Iqbal	Malik Iqbal	Director Moh	0332-9058848	Indus Engineering e.g.mal@con	
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# Addendum to Tender Document

## JANITORIAL AND HOUSEKEEPING SERVICES FOR METRO RAIL TRANSIT SYSTEM ON THE ORANGE LINE IN LAHORE (ALI TOWN TO DERA GUJLAN)



### THE PUNJAB MASSTRANSIT AUTHORITY GOVERNMENT OF THE PUNJAB

5<sup>th</sup> Floor, Arfa Software Technology Park (ASTP)  
346-B, Main Ferozpur Road, Lahore, Pakistan.  
TEL: +92 (42) 99028000 Fax: +92 (42) 99232541

URL: [www.pma.punjab.gov.pk](http://www.pma.punjab.gov.pk)

EMAIL: [rizwan.aziz@pma.punjab.gov.pk](mailto:rizwan.aziz@pma.punjab.gov.pk)



# **Addendum No.1 to the Tender Document**

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

**" JANITORIAL AND HOUSEKEEPING SERVICES FOR METRO RAILTRANSIT SYSTEM ON THE ORANGE LINE IN LAHORE (ALI TOWN TO DERA GUJRAN). "**

,issued and uploaded on June 28, 2021. The contents of this addendum shall supersede/replace pages 05, 06, 08, 21, 25, 26, 28, 29, 31, 33, 34, 35, 36, 37, 46, 57, 60, 61, 64 and 84 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](http://www.pma.punjab.gov.pk)

[www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)

## 1. Invitation to Bid

**Punjab Masstransit Authority, Government of the Punjab (GoPb) invites bids for providing JANITORIAL AND HOUSEKEEPING SERVICES FOR METRO RAIL TRANSIT SYSTEM ON THE ORANGE LINE IN LAHORE (ALI TOWN TO DERA GUJRAH).** The Tender Number is PMA-TNDA-OLMT-L2-JH/01/2021

### 1.1. Tender Reserve Price

The Reserve Price for this Tender is PKR ~~33,364,248~~ / 34,611,228/- per month excluding Sales Tax on Services. The estimated Contract Price can be calculated according to the following Formula:-

$$\begin{aligned}\text{Contract Price} &= \text{Monthly Rate} \times 12 \times \text{Contract life in years} \\ &= \frac{33,364,248}{34,611,228} \times 12 \times 3.5 = \text{PKR } \frac{1,201,112,928}{2,076,673,680/-}\end{aligned}$$

It may be noted here that the total contract value can only be estimated based on the aforementioned formula due to adjustment provisions in the Contract during its currency.

### 1.2. PPRA Rules to be followed

Punjab Procurement Rules 2014, as modified 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.

### 1.3. Mode of Advertisement(s)

As per Rule 12(2) and 12(3), this tender is being placed online at PPRA's website, as well as being advertised in print media. The bidding document carrying all details can be downloaded from websites [www.pma.punjab.gov.pk](http://www.pma.punjab.gov.pk) and [www.ppra.punjab.gov.pk](http://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.

### 1.5. Type of Open Competitive Bidding

As per Rule 38(2)(a), Single Stage - Two Envelope Procedure shall be followed. This is as follows:

- i. The bid shall comprise of a single package containing two (2) separate envelopes.
- ii. 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"

- iii. Initially, only the ENVELOPE-NO. 1 marked TECHNICAL PROPOSAL shall be opened;
- iv. ENVELOPE NO 2 shall be retained in the custody of the Client without being opened;
- v. The technical proposal will be 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.
- 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 lowest financial bid will be the successful bidder.
- ix. The Client will invite the successful bidder to enter into an Agreement to provide Janitorial and Housekeeping Services for Metro Rail Transit System on the Orange Line in Lahore (Ali Town to Dera Gujran)

## 2. Bidding Details (Instruction to Bidders)

All bids must be accompanied by a Demand Draft / Pay Order/ Bank Guarantee of **PKR 1,500,000/- (One Million, Five Hundred Thousand only)** as bid security in favor of “Punjab Masstransit Authority” issued by a scheduled bank allowed carrying financial transactions in PAKISTAN. *Clause 18 gives details on Tender Security.*

The bids along with the Demand Draft / Pay Order/ Bank Guarantee, Tender Forms, Affidavits, etc., must be dropped in Tender Box placed at the Office of the Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN, on or before **1100 hours Pakistan Standard Time (PST) dated 13<sup>th</sup> 26<sup>th</sup> July, 2021**. The Technical bids will be publicly opened in the Committee Room of the Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), at **1130 hours Pakistan Standard Time (PST) dated 13<sup>th</sup> 26<sup>th</sup> July, 2021**..

The Punjab Masstransit Authority shall hold a clarification meeting at 1500 hours Pakistan Standard Time (PST) dated 5<sup>th</sup> July, 2021.; at the Committee Room, Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN. Bidders in case of any queries for seeking clarifications regarding the specifications of the services may send their queries in writing to the office of Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN, or email to the designated address on or before 2<sup>nd</sup> June, 2021.; or raise them during the Clarification Meeting. All queries shall be responded to within due time and Minutes of Clarification Meeting will be deemed as part of the RFP and will be made public by uploading on PMA official website. No query shall be responded if received after the Clarification Meeting.

- 3.7** "Line 2 Service Provider 4 - L2SP4" Service Provider who will provide services for security and safety of Orange Line.
- 3.8** "Metro Train Corridor" means the place or places, provided or made available by the Employer for train operations. The Corridor includes all OLMRTS stations and allied facilities, depot, stabling yard, High voltage substations, the entire length of track inside the depot, stabling yard and from Dera Gujran to Ali Town,
- 3.9** "Non-Public Area" All areas in the corridor that are restricted for passenger entry/use. These include equipment rooms at stations, depot, stabling yard, entire track and high voltage sub-stations.
- 3.10** "Public Area" All areas in the Metro Train Corridor that are made accessible for passengers. This includes station access points, passage ways, staircase, escalators, elevators, passenger lounges, ticket offices, platforms, public washrooms, underpasses and parking areas.
- 3.11** "AFC-BSS" means Automated Fare Collection ,
- 3.12** "Successful Bidder" means the one technically qualified bidder with lowest financial bid, who has the probability of award of contract **for the Janitorial and Housekeeping Services for Metro Rail Transit System on the Orange Line in Lahore (Ali Town To Dera Gujran)**, subject to necessary approvals and applicable policies.
- 3.13** "Service Provider" means the Successful Bidder after award of the contract.
- 3.14** "Registered Company" means a company registered with Registrar of Firms or duly registered under Companies Ordinance 1984 with Security and Exchange Commission of Pakistan. In case of international bidder, if not registered in Pakistan, must be registered in their country of origin.
- 3.15** "Confirmation" means confirmation in writing.
- 3.16** "Bidder" means a single entity or a joint venture that has submitted its bid as per the criteria/specifications listed.
- 3.17** "Contract" means the contract proposed to be entered into between the procuring entity and the Bidder, including all attachments, appendices, and all documents incorporated by

**The prospective bidders are urged to study the scope of work provided in Section 8 of RFP and carry site visits to actually assess resource requirements.**

## **7. Contract Type and Duration**

Contract will be for Janitorial and Housekeeping Services for Metro Rail Transit System on the Orange Line in Lahore (Ali Town To Dera Gujran) for a period of 03-05 Years from taking over of all stations, extendable upon satisfactory performance and mutual agreement up to two (02) years.

**Sponsorship of Operation:** Punjab Masstransit Authority– GoPb

**Technical Evaluation:** Punjab Masstransit Authority, GoPb.

**Contract Signing:** Formal Contract will be signed between technically qualified bidder with the lowest financial bid, and the Client (Punjab Masstransit Authority, GoPb).

## **8. Services Required**

Contractual obligations Roles and Responsibilities shall be as under:

### **8.1 CLIENT RESPONSIBILITIES**

- 8.1.1 Undertake and complete a competitive and transparent bidding process to select the successful bidder.
- 8.1.2 Follow PPRA Rules 2014, as revised from time to time, and procedures for bidding process to ensure transparency and economically efficient outcome.
- 8.1.3 Advertise the project to initiate the procurement process and conduct evaluation of bids (technical and financial) submitted against this tender document.
- 8.1.4 Be responsible for the conduct and functioning of all staff employed in the PMA. The PMA staff shall provide efficient services, polite and courteous behavior towards Service Provider, and passengers. The Client shall be liable for any misconduct or unreasonable offense of its employees and shall take prompt and appropriate action.
- 8.1.5 Attempt to grant timely approvals and documents when required.
- 8.1.6 Implement the Service Level Agreement and levy penalties in case of deficiencies in performance.
- 8.1.7 Make payments to the Service Provider on monthly basis subject to Clause 14 of the Contract.

and oral communication skills. He/she will act as an interface between the Client and the Service Provider to deal with real time operational issues.

- 8.2.1.22 Meet and comply with any directions regarding any inefficiency or resource deficiency as communicated by the Client.
- 8.2.1.23 Timely attend and resolve passenger complaints at PMA Helpline, through web interface provided by the Client.
- 8.2.1.24 Ensure timely payments of his staff salaries in accordance with all applicable laws to avoid any possibility of agitation/strike by staff resulting in disturbance in OLMRTS operation. The payments of Service Provider's staff shall not be linked or communicated as to be linked with early release of contractual payments from PMA. Any agitation/strike from Service Provider's staff due to aforementioned reasons may result in penalties or termination of contract along with recovery of revenue if any, as per decision by PMA.
- 8.2.1.25 Ensure that the Service Provider does not impart false information to his staff regarding PMA. Any such endeavor of falsifying information may result in penalties or termination of contract as decided by PMA.
- 8.2.1.26 Ensure that all issues such as water supply and/or sewerage blockage issues are well coordinated with relevant departments and resolved.
- 8.2.1.27 Arrange storage of all equipments and materials used for cleaning purposes keeping in view environment and human safety
- 8.2.1.28 The bid value shall be adjustment in case of a change in Base Minimum Wage Rate considered as PKR 20,000/- , as per notification of Government of Punjab effective after 24.06.2021; according to the following criteria

$$F = 0.318 + 0.682 (MWR_n / MWR_b) \quad F = 0.281 + 0.719 (MWR_n / MWR_b)$$

**$R_n = \text{Bid Value} \times F$**

Where:-

F = Adjustment Factor

$MWR_n$  = New Minimum Wage Rate

$MWR_b$  = Base Minimum Wage Rate, taken as PKR 20,000/-

$R_n$  = Revised Monthly Service Charges

## 8.2.2 EQUIPMENT / MACHINERY AND MATERIAL

The apparent silence of equipment specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. Furthermore it is clarified that the contractual responsibilities of the Service Provider cannot be reduced and the minimum specified quantity of equipment / machinery or in case not specified, shall not be construed as a waiver from any obligation mentioned in this contract. All interpretations of equipment and material shall be made on the basis of this statement. The Service Provider shall:-

8.2.2.1 Arrange, operate and maintain all necessary equipment where daily cleaning is required at height up to 18 feet at stations.

8.2.2.2 Arrange, operate and maintain at least two (02) scissor lifts along with other necessary equipment and specialized staff for cleaning of roofs, canopies, station facade, structural components and at-height fixtures without causing any damage to it. The minimum frequency of cleaning shall be one station, **two (02) times**, per month or as desired by the Client. The scissor lifts must comply to the following minimum or higher specifications:-

- a. Industrial design with hydraulic operation
- b. Minimum Platform achievable height = 30 ft.
- c. Lift capacity = 250-300 Kg
- d. Platform Anti Collision Ultra Sonic Sensor with alarm beeper for human safety
- e. Load Limit sensor for overload protection
- f. Hydraulic pressure gauge and oil low indicator

8.2.2.3 Arrange, operate and maintain at least 30 disc scrubbers for station and underpass deep floor cleaning during non-operational hours. The disc scrubbers must comply to the following minimum or higher specifications:

- a. Industrial walk behind design.
- b. Working Capacity of 1200-1500 sqm/h
- c. Scrubbing Width = 500-550 mm
- d. RPM / Pressure on Brushes = 15-18 Kg
- e. **Electrical + Battery operated**

pan, Garbage bags, Waste bins, mop, detergent powder, cloth, toilet brush, toilet cleaners etc.

The Service Provider's obligation is not limited to the mentioned list, and other things which are necessary to perform the Service Provider's obligation and not mentioned shall also be present on site at any time during the contract period.

8.2.2.8 Maintain toilet cleaning and toilet supplies after formally taking over from PMA. In addition secure toilets during operational hours. During non-operational hours, after completion of night time activities, hand over the toilets to PMA security.

8.2.2.9 Arrange and maintain minimum 20 waste bins per station, each with size 2.5' x 1.5'. The number and final design shall be approved by the Client first.

~~8.2.2.10 Arrange and maintain portable cabins for storage of equipment and material at stations (if required).~~

8.2.2.11 The Service Provider shall ensure that equipments remain in working condition and performs its functional intended use throughout the Contract for which the Service Provider shall make all necessary arrangements and backups

8.2.2.12 The Service Provider shall perform periodic and forced maintenance as per Manufacturer's Manuals and maintain all records. The records shall be submitted to the Client as and when desired by the Client.

~~8.2.2.13 Near conclusion of the Contract excluding terminations for default or insolvency, the Service Provider shall submit a claim for the residual values of all those equipments / machinery procured for this project mentioned in section 8.2.2.1 to 8.2.2.6 and under ownership and possession of the Service Provider. The claim shall be supported by valid evidences and documents. PMA after scrutiny, will approve the claim amount. This amount shall be reflected in the new Tender with terms and conditions including payment of approved claim amount from the new Service Provider to the existing Service Provider. Once the new Service Provider is engaged and ready to take over the Project, PMA shall arrange the payment of the residual values. Subsequently the existing Service Provider shall hand back all such procured equipments / machinery along with all accessories, manuals, brochures etc in good and working condition to the new Service Provider. The Hand back shall be considered as transfer of the ownership and possession of the equipment / machinery to the new Service Provider.~~

### 8.2.3 JANITORIAL AND HOUSEKEEPING PERSONNEL

Ensure presence of ~~Appoint~~ one personnel ~~for every three (03) per~~ station ~~during operational hours and one personnel per two (02) stations during non-operational hours~~ to act as a Supervisor. ~~during operational and non-operational hours~~ . In addition, the Service Provider shall deploy and ensure presence of at least 342 janitors in morning shift, 342 janitors in the evening shift and 108 janitors in the night shift for all stations (Total = 791). At least one (01) female and one (01) male will be permanently positioned at washroom at each station. The Service Provide shall submit a detailed deployment plan before taking over identifying the optimum resource distribution at each station and for every shift. It is clarified that the contractual responsibilities of the Service Provider cannot be reduced and the minimum specified quantity of personnel shall not be construed as a waiver from any obligation mentioned in this contract. The Service Provider shall remain fully responsible for all contractual requirements and in case a need emerges for additional resources, the Service Provider shall deploy the same to meet the gap. The Service Provider may withdraw/re-deploy personnel over and above the minimum requirement with prior approval of the Client. The Service Provider shall ensure that :-

- 8.2.3.1 Hiring, training and administration should be of motivated and professional employees that meet or exceed the Client's expectations.
- 8.2.3.2 All Service Provider's staff, except managerial level personnel, on duty shall wear uniform. The Service Provider shall provide seasonal uniforms and weather-appropriate protective clothing to its staff necessary to support continuous performance of contract requirements. The color and style of uniforms will be selected by the Client from amongst different options provided by the Service Provider
- 8.2.3.3 The appearance of the Service Provider's staff will be instrumental in creating a favorable image of OLMRTS. Their appearance shall set a good example. The Service Provider shall ensure that its personnel at all times present a neat and clean appearance, paying particular attention to their personal hygiene, bearing, uniform, and equipment.
- 8.2.3.4 All personnel are provided with the appropriate identification. The identification shall include display of valid Janitorial and Housekeeping Company ID, containing a picture of the staff, at all times while in the facility as part of their uniform requirements.
- 8.2.3.5 All Janitorial and Housekeeping personnel assigned must be alert, punctual, physically fit, in good health, without physical/mental abnormalities/defects which

- e. Clean all the signage with soft cloth.
- f. Cleaning and disinfection of stains such as vomiting, spitting, Pan spitting and picking of cigarettes buds etc.
- g. Arrange cleaning of baskets, wastepaper baskets, cob-webs, switches, door knobs etc.
- h. All the horizontal surfaces like counter ledge, turnstile tops, seats to be wiped with wet cloth and dry cloth making it free of any dirt;
- i. Accumulated dirt between wooden members in seats to be cleaned with a brush before wiping with a cloth.
- j. Keeping staircases and railing neat clean.
- k. Keeping paved area clean including footpath / walkway for pedestrian access to stations.
- l. Cleaning of station and underpass floors with disk scrubbers during non-operational hours
- m. Cleaning of exterior walls exposed to the open environment.
- n. Cleaning of all roofs/ceilings/canopies at least ~~one~~ twice a month per station for which the mechanism shall be subjected to the approval from the client
- o. Cleaning of parking area at Anarkali and GPO Station.
- p. Carrying out measures to eliminate accumulation of water, and other relevant measures such as fumigation to prevent growth of dengue mosquito.
- q. Ensure availability of water at stations at all times. This shall include such cases when water is not available from the station source due to any reason whatsoever.

#### 8.2.4.2 Bath Rooms / Toilets in Stations / PMA Office

The service provider shall

- a. Generally operate and maintain the toilets in all respects
- b. Clean and disinfect sanitary fittings and fixtures at all times during the operations hours.;
- c. Provide liquid soap dispenser, automatic air freshener, toilet disinfectant etc and provide its refilling and replenishment as and when required. A minimum stock of toilet papers shall be maintained for each washroom which will be provided upon user demand or any other situation when required.

Sr. NO	ACTIVITIES	DAILY	WEEKLY	MONTHLY	QUARTERLY	As & WHEN REQUIRED
1	Sweeping & Mopping of Station	✓				
2	Cleaning of electrical installations at stations	✓				
3	Cleaning of furniture and fixtures at stations	✓				
4	Cleaning of glass surface from inside and outside	✓				
5	Cleaning of Signage	✓				
6	Cleaning and disinfection of stains	✓				
7	Picking up of litter, cigarette buds etc	✓				
8	Cleaning of stair case, railings, escalators, elevators and Platform Screen Doors	✓				
9	Cleaning of pedestrian bridges / underpasses	✓				
10	Cleaning of paved area for pedestrians around stair case, outer escalators and elevators.	✓				
11	Cleaning station floor with disc scrubbers	✓				
12	Cleaning underpass floors with disc scrubbers	✓				
14	Supply of water in case station source is unavailable / non-operational					✓
15	Cleaning of Corridor Fence		✓			
16	Cleaning of roofs, ceilings, canopies (2 times per station)			✓		
18	Removal of accumulated water					✓
19	Fumigation					✓
20	Cleaning of drainage sleeves and drainage pipes		✓			
21	Cleaning of washrooms	✓				
22	Replenishment and refilling of Washroom Items	✓				
23	Spraying of air fresheners in washrooms	✓				
24	Clean and disinfect fixtures and sanitary fittings.	✓				
25	Cleaning of windows and doors	✓				

26	Cleaning and washing of water tanks from inside				✓	
27	Emptying of waste bins	✓				
28	Washing of waste bins		✓			
29	Drinking water testing at each station					✓

#### 8.2.6 REQUIEMENTS FOR PMA OFFICE

Dedicate and deploy at two (02) janitors in morning shift and (02) janitors in evening shift for PMA office only. Pursuant to the Clause 8.2.4.2 & 8.2.4.3, their roles and responsibilities shall include cleaning, dusting of office, furniture, electronic item, fixtures, windows, glass, washrooms, emptying and cleaning of waste bins, vacuum cleaning of carpets as and when required. The roles and responsibilities also include any other duty assigned by PMA officials

#### 8.2.7 STAFF DEPLOYMENT SCHEDULE BASED ON MINIMUM REQUIREMENTS

Sr. No	Description	Morning Shift	Evening Shift	Night Shift
1	Senior Liaison Officer / Authorized Representative	As required in the scope of work		
2	Station Supervisors at stations	9 26	9 26	913
3	Janitors at stations	342	342	107
4	Representatives at PMA Office	1	1	0
5	Janitors at PMA office	2	2	0
6	Other services in the scope such as cleaning of roof and canopies, fumigation, pumping out of accumulated water, water supply at stations when required etc.	As required in the scope of work		

## **9. Key Service-level Parameters**

In case of non-performance of the Service Provider for scope of work/responsibility or its obligation, fines shall be charged as defined in Annexure-A.

## **10. Payments**

The Client shall make payments as per Clause 14 of the Contract

## **11. Bidder's Eligibility**

An eligible Bidder is a Bidder who:

- 11.1. Is a Local Registered Company or Foreign Company with established place of business in Pakistan, registered with the Registrar of Firms or Securities & Exchange Commission of Pakistan under Company's Ordinance.
- 11.2. Services can only be supplied / sourced / routed from “origin” in “eligible” member countries “Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan. “Origin” shall be considered to be the place where the company / firm is incorporated
- 11.3. has a registered office in Pakistan / respective country of origin (In case of JV Applicable to all members, equivalent documents from the country of origin in case of foreign companies not registered in Pakistan and are part of JV)
- 11.4. has proven experience in Janitorial and Housekeeping services for at least 5 years. (In case of JV Applicable to any member)
- 11.5. Has valid Registration Certificate for Income Tax and Sales Tax (on goods and services where applicable) (In case of JV Applicable to all members, equivalent documents from the country of origin in case of foreign companies not registered in Pakistan and are part of JV)
- 11.6. Has submitted Income Tax Returns for the last three tax years (In case of JV Applicable to lead member).
- 11.7. presently is not blacklisted on any grounds whatsoever by any Government entity (Federal, Provincial, Local Body) or Public Sector Organization in the country of origin and Pakistan (In case of JV, applicable to all members).

## 12. 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.

## 13. Joint Venture

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

- a. The Bidders may form a joint venture of maximum four Bidders. An Agreement Deed legally executed to that effect, or a Memorandum of Understanding (MOU), signed by all the partners shall be submitted with the Tender. All partners of the JV must be Registered Companies (Refer to the definitions for companies in Pakistan) in the country of origin . Venture Capitalist firms can also become member of the JV subject to clause 13(c).
- b. One partner will be designated as the lead partner and would enter into legal contract with Client and would be liable to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners. A power of attorney to that effect, legally executed, signed by all the partners shall be submitted with the Tender.
- c. There must be at least one locally registered company (Partner) of proven track record and relevant experience , in the joint venture that must be the lead partner.
- d. 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. The Client may perform proper due diligence before granting any permission to lead partner for assignment of contract or part thereof to another party.
- e. All the partners shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The Tender, and in case of successful Tender, the Contract Deed, to that effect, shall be signed by the lead partner.
- f. Partners other than the lead would also be bound by the terms and conditions of the contract.

## 14. Examination of the Tender Document

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

## 15. Amendment of the Tender Document

- 15.1. 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).

- 15.2. The Client shall notify the amendment(s) which shall be advertised in the same manner as originally done.
- 15.3. 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.

## **16. Preparation / Submission of Tender**

- 16.1. The Bidder is not allowed to bid for partial procurement of services or part of the services.
- 16.2. The Tender and all documents relating to the Tender, exchanged between the Bidder and the Client, 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.
- 16.3. The Tender shall be submitted accompanied by the prescribed Forms, Annexes, Documents, required evidences etc. which shall be typed, completely filled in, stamped and signed by the Authorized Representative. In case of copies, photocopies may be submitted.
- 16.4. The Technical and Financial proposals shall be submitted in two different envelopes, the envelopes will be clearly marked 'Technical Proposal' and 'Financial Proposal'. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.
- 16.5. The Technical Proposal shall contain the documents as enlisted below , **without quoting the price:**

### Documents Required For Substantial Responsiveness:-

- 16.5.1. **Certified copy of Partnership Deed along with Form C/D or** Firm establishment record in form of Company Registration with SECP/Certified Copy of Certificate of Incorporation (In case of JV Applicable to all members, equivalent documents from the country of origin in case of foreign companies not registered in Pakistan and are part of JV)
- 16.5.2. Evidence to establish experience for at least 5 years in Janitorial and Housekeeping Services (In case of JV applicable to any member).
- 16.5.3. Registration Certificate for Income Tax and Sales Tax (on goods and services where applicable) (In case of JV Applicable to all members, equivalent documents from the country of origin in case of foreign companies not registered in Pakistan and are part of JV).

## 26. 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 formal contract.

## 27. Performance Security

27.1 The successful Bidder shall furnish Performance Security as under:

27.1.1 within ~~ten (10)~~ fifteen (15) working days or more subject to Client's approval, of the receipt of the Acceptance Letter from the Client;

27.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Client;

27.1.3 denominated in Pak Rupees;

27.1.4 Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period.

27.1.5 The successful Bidder shall submit a Bank Guarantee of 10% of the annual contract value for the contract period, on a yearly basis, with an undertaking to renew the Bank Guarantee before the end of each year on yearly basis, five (5) days before the expiry period of the submitted bank guarantee.

27.1.6 The proceeds of the Performance Security shall be payable to the Client, on occurrence of any / all of the following conditions:

27.1.6.1 If the Service Provider commits a default under the Contract;

27.1.6.2 If the Service Provider fails to submit the bank guarantee for the next year five (5) days before the expiry of already submitted bank guarantee in stipulated timeframe.

27.1.6.3 If the Service Provider fails to fulfill any of the obligations under the Contract

27.1.6.4 If the Service Provider violates any of the terms and conditions of the Contract.

27.2 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.

## **23. TERMINATION FOR CONVENIENCE**

- 23.1. The Client may, at any time, by written notice of ~~60~~ 90 days served on the Service Provider, terminate the Contract, in whole or in part subject to the condition that a Government owned company is willing to provide the same scope of services at a lesser rate than offered by the successful bidder / contractor.

## **24. FORCE MAJEURE**

- 24.1. Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the Client or of the Service Provider. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure. If by reasons of Force Majeure supplies or services cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the Client keeping in view all the circumstances and requirements of the Client.
- 24.2. 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.
- 24.3. 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.
- 24.4. If a Force Majeure situation arises, the Service Provider shall, by written notice served on the Client, indicate such condition and the cause thereof. 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.

## **25. DISPUTE RESOLUTION**

- 25.1. 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.

2	<b>Performance Security</b>	<p>The successful Service Provider shall furnish Performance Security as under:</p> <p>within <del>ten (10)</del> fifteen (15) working days or more as per Client's approval of the receipt of the Acceptance Letter from the Client;</p> <p>in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Client;</p> <p>denominated in Pak Rupees;</p> <p>Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period.</p> <p>The Service Provider shall submit a Bank Guarantee for 10% of the annual contract value, for the contract period, on a yearly basis, with an undertaking to renew the Bank Guarantee before the end of each year on yearly basis, Five (5) days before the expiry period of the submitted bank guarantee. Subject to clause 27 of the RFP, the Client, after receiving new bank guarantee shall return the previous bank guarantee in lieu of Performance Security to the Service Provider.</p>
3	<b>Signing of Contract</b>	<p>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 working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Client.</p>
4	<b>Start of Services</b>	<p>The delivery time for services shall be up to 90 days from the date of issuance of Letter of Award subject to handing-over of the stations on as and when basis</p>
5	<b>Liquidated damages for failure / configuration of Services by the Service Provider</b>	<p>If and when applicable, liquidated damages (LD) shall be levied for delay start date of services according to the following categories and formula. Same criteria shall be applied in case services provided are partial and/or not as per conditions of the contract.</p> <ul style="list-style-type: none"> <li>• Station not taken over with required Staff: LD Per Day Per Station = PKR 10,000/-</li> <li>• Arrangement of equipment / machinery with quantity deficient in numbers as stated in the Contract LD Per Day = PKR 5,000/- x deficient number of equipment / machinery</li> </ul> <p>However, the amount so deducted shall not exceed, in the aggregate, the value of the performance security. The Liquidated Damages are attributable to such part of the Services as cannot, in consequence of the failure / delay, be</p>

		put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s)
<b>6</b>	<b>Legal Status to Work in Pakistan</b>	The Bidder must be allowed and meet all conditions set forth by the GoPb to work with all concerned parties of the private, public, and not for profit sectors.
<b>7</b>	<b>Contract Life</b>	<del>Three (3)</del> Five (05) Years starting from complete handing over of stations.

	<ul style="list-style-type: none"> <li>a. Not Performed</li> <li>b. Partially Performed</li> <li>c. Instances of non-compliance with specifications or performance level as defined in scope of work .</li> </ul>	<ul style="list-style-type: none"> <li>Rs. 20,000/-</li> <li>Rs. 10,000/-</li> <li>Rs. 2,000/- per instance</li> </ul>
5.	<p>Cleaning of roofs and canopies and rendering them clean and muck free / Collection of waste from stations to city disposal points as per required frequency</p> <ul style="list-style-type: none"> <li>a. Not Performed</li> <li>b. Partially Performed</li> <li>c. Instances of non-compliance with specifications or performance level as defined in scope of work.</li> </ul>	<ul style="list-style-type: none"> <li>Rs. 20,000/-</li> <li>Rs. 10,000/-</li> <li>Rs. 2,000/- per instance</li> </ul>
6.	Stink free and clean toilets at all times during operational hours (Max. 1 Minute response time)	Rs. 5,000/- per instance
7.	Toilet housekeeping by continuous supply of toilet amenities including but limited to toilet paper, paper towels, liquid soap, refilling of liquid soap, air fresheners etc, as and when required (Max 10 minute response time)	Rs. 5,000/- per instance
8.	Failure to supply water at stations after receiving directions from the Client in the event of water being not available at site. (Max 3 Hours response time)	Rs. 5,000/- per instance
9.	Overflowing waste bins. (Max 5 minutes response time for overflowing waste bins)	Rs. 5,000/- per Station
10.	Proper fumigation to be performed on station as directed by Client	Rs. 5,000/- per Station
11.	Conduction of drinking water quality tests at station and submission of reports directed by the Client	Rs. 10,000/- per Station
12.	Evacuation of accumulated water in station, underpass or on the track or on location identified by Client (Max 3 Hours response time)	Rs. 5,000/- per instance

#### **FINES FOR DEFICIENCIES RELATED TO USER OPERATION**

<b>Sr. No.</b>	<b>Description of the infraction</b>	<b>Penalty (Rs.)</b>
13.	Delaying operation without cause.	Rs. 20,000/- per instance
14.	Delayed response up to one (01) day, to passenger complaints on Helpline on part of Service Provider	Rs 1000/- per instance

#### **SANCTIONS AGAINST STAFF**

<b>Sr. No.</b>	<b>Description of the infraction</b>	<b>Penalty (Rs.)</b>
15.	Janitorial staff found at stations not as per minimum number specified in the contract. Each deficient number shall be treated as separate incident for penalty	Rs. 500/- per instance
16.	Janitorial staff without proper uniform and identification as specified in the contract, Uniform is color-faded or torn-off,	Rs. 500/- per instance

Notes to the Price Table:

- 1) *No advance payments will be made. Contract Payment will be made on monthly basis as per actual work done*
- 2) *The quoted price is inclusive of all applicable taxes as per Laws of the Government of Pakistan, but is 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*
- ~~3) *For quoting item rates including equipment and machinery, please refer to Section 8.2.2.13 of the RFP*~~
- 4) *Lowest value of "Total" will determine the successful bidder, provided mandatory requirements are met and bidder has qualified technical evaluation successfully.*

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature of authorized person

Name:

(Company Seal)

\_\_\_\_\_  
In the capacity of

Duly authorized by

**Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.**