

Tender Document

JANITORIAL AND HOUSEKEEPING SERVICES IN MULTAN METROBUS SYSTEM (MMBS)



THE PUNJAB MASSTRANSIT AUTHORITY
Government of the Punjab

5th 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

EMAIL: rizwan.aziz@pma.punjab.gov.pk



Important:

Punjab Masstransit Authority (hereinafter referred to as PMA) being a regulatory Authority for mass transit systems in the province of Punjab, Pakistan hereby solicits proposal for service(s) specified in this Request for Proposal (RFP) from entities that meet requirements framed as under:-

- 1. Foreign Companies which are already registered with the Securities & Exchange Commission of Pakistan under section 451 of the Companies Ordinance 1984, have an established place of business in Pakistan, possess relevant experience and comply with criteria given in this document.**
- 2. Joint Ventures (JV) which must include one Foreign Company as Lead Partner and atleast one local registered company as JV Member; each partner to possess relevant experience and collectively the JV must comply with criteria given in this document. For the purpose of this tender, a Foreign Company not registered with SECP may choose to submit a bid as JV. However, in case such a JV is declared a Successful Bidder / Lowest Evaluated Bidder, PMA shall issue an Intimation Letter to this effect and require the Foreign Company to register with SECP within a time period of 05 months. The Foreign Company shall register itself with SECP either under Section 451 of Company Ordinance 1984 as "Foreign Company" or as "Local Company" being the subsidiary of a Foreign Company. PMA shall issue Letter of Award and sign the Contract with the Lead Partner only after PMA receives evidence of successful registration of the Foreign Company with SECP.**

This Request for Proposal ('RFP') does not constitute a binding agreement or an offer or invitation by the Punjab Masstransit Authority (PMA) to any party other than the qualified Bidders to submit the Bids. The principle purpose of this RFP is to provide the Bidders with information that shall form the basis of their proposals or bids. This RFP 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 RFP 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 RFP. The Authority may, at its sole discretion but without being under any obligation to do so, update, improve or supplement the information in this RFP.

- Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Conditional Bids and/or 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. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny. It is intimated that no objection/revision/supplement shall be entertained regarding the terms and conditions of the Bidding Documents submitted by the Bidder.
- The Bidders are requested to access the website of Punjab Procurement Regulatory Authority (<http://www.ppra.punjab.gov.pk>) or the Punjab Masstransit Authority (www.pma.punjab.gov.pk) for all updates on this RFP 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.
- It is the sole responsibility of the bidders that the bids reach the address and before the closing time and date, mentioned in the advertisement and Section 2 of this RFP. Any bid which is received after the closing time or deadline shall be rejected. If the deadline of the submission happens to be a holiday, bids will be opened at the same time and address, on the next working day.
- By submitting the proposal, the bidders confirm that they have taken into account all the documents including this RFP and addenda (if any), all the annexes and as the case may be, the appendices to the annexes. It is the sole responsibility of the bidder to check the websites mentioned in advertisement and Section 1 of this RFP for addenda if any before submission of the bids .
- By submitting the bid, each bidder also warrants that they are legally authorized to perform the services in Pakistan and that they are not in default with the tax obligations in their country of origin and/or Pakistan
- PMA observes the highest standard of ethics during the procurement process and execution of such contracts. PMA will reject a bid if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.

Table of Contents

1.	Invitation to Bid	4
2.	Bidding Details (Instruction to Bidders).....	4
3.	Definitions.....	6
4.	Headings and Titles.....	8
5.	Notice.....	8
6.	Tender Scope	8
7.	Contract Type and Duration.....	9
8.	Services Required	16
9.	Key Service-level Parameters	29
10.	Payments	30
11.	Bidder's Eligibility	30
12.	Tender Cost.....	30
13.	Joint Venture.....	31
14.	Examination of the Tender Document	31
15.	Amendment of the Tender Document.....	31
16.	Preparation / Submission of Tender.....	32
17.	Tender Price	36
18.	Tender Security.....	36
19.	Tender Validity	37
20.	Modification / Withdrawal of the Tender	37
21.	Opening of the Tender	38
22.	Clarification of the Tender by the Client	38
23.	Determination of Responsiveness of the Bid (Tender).....	38
24.	Correction of errors / Amendment of Tender	39
25.	Rejection / Acceptance of the Tender	39
26.	Acceptance Letter (Letter of Intent)	40
27.	Performance Security	40
28.	Redressing of Grievances by the Client.....	41
	AGREEMENT AND CONDITIONS OF CONTRACT	44
	ANNEXURES (FROM A TO N).....	51

1. Invitation to Bid

Punjab Masstransit Authority, Government of the Punjab (GoPb) invites bids for providing Security and Safety Services for Metrobus System in Multan (BZU to Chowk Kumharan)

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.

1.1. 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 and www.ppra.punjab.gov.pk, for information only.

1.2. 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 in Multan Metrobus System (MMBS)

2. Bidding Details (Instruction to Bidders)

All bids must be accompanied by a Demand Draft / Pay Order/ Bank Guarantee of **PKR One (01) Million** 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) on 4th January, 2018.** 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 (PST) on 4th January, 2018.**

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the services must be received in writing at the office of Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN on or before **18th December, 2017.** All queries shall be responded to within due time. The Punjab Masstransit Authority shall hold a pre-bid meeting at **1030 hours (PST) on 19th December, 2017;** at the Committee Room of the Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN.

The bidder must submit bids on the basis of complete fulfillment of requirements. Failure to meet this condition will cause 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 on “**Determination of Responsiveness of Bid**” regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Document.

The contact detail for all correspondence in relation to this bid is as follows:

Email: rizwan.aziz@pma.punjab.gov.pk

Punjab Masstransit Authority

5th Floor,

Arfa Software Technology Park (ASTP),

Lahore, PAKISTAN

Bidders should note that during the period from the advertisement of the tender till the receipt of the bid, all queries should be communicated to the above contact in writing or via e-mail at the above stated address. Bidders are also 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. Client will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids. As authority competent to accept the tender, Client reserves the right to cancel the tender, or reject all

bids prior to acceptance of bid as per PPRA Rule 35

3. Definitions

- 3.1** “**MMBS**” Multan MetroBus System
- 3.2** “**AFC-BSS**” Automated Fare Collection and Bus Scheduling System,
- 3.3** “**PMA**” is a Punjab Masstransit Authority, established by the Government of Punjab.
- 3.4** “**Client/Procuring Agency/ Procuring Entity**” means Punjab Masstransit Authority (GoPb)
- 3.5** “**Service Provider**” or “**Successful Bidder**”: The one technically qualified bidder with lowest financial bid, who has the probability of award of contract **for the Janitorial and Housekeeping Services in Multan Metrobus System (MMBS)**, subject to necessary approvals and applicable policies.
- 3.6** “**Registered Company**” means a company 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.
- 3.7** “**Confirmation**” means confirmation in writing.
- 3.8** “**Bidder**” means a joint venture that has submitted its bid as per the criteria/specifications listed.
- 3.9** “**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 reference therein.
- 3.10** “**Contract Price**” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- 3.11** “**Pre-Bid Conference**” means the meeting conducted by the procuring entity on given date and time prior to actual date of bid opening.

- 3.12** “**Procurement Methods**” means any one of the procurement modes / methods as provided in the Punjab Procurement Rules 2014 published by the Punjab Procurement Regulatory Authority (PPRA), Government of Punjab, as amended from time to time.
- 3.13** “**Proposal**” means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a bidder in response to RFP.
- 3.14** “**RFP**” means Request for Proposals, including any amendments that may be made by the procuring entity for the selection of bidder.
- 3.15** “**SBD**” means Standard Bidding Documents.
- 3.16** “**SCC**” means the Special Conditions of Contract.
- 3.17** “**Services**” means the tasks to be performed by the bidder pursuant to the Contract as listed under Section 8.2
- 3.18** “**TEC**” means the Technical Evaluation Committee, constituted for the purpose of evaluating the Proposals received.
- 3.19** “**Terms of Reference**” or “**TOR**” means the document which explains the objectives, scope of work, activities, task to be performed, respective responsibilities of the procuring entity and the bidder, and expected results and deliverables of the assignment.
- 3.20** “**VC/Venture Capitalist/Venture Capital firms**” means A person or investment firm that makes venture investments
- 3.21** “**Works**” means work to be done by the Service Provider under the Contract.
- 3.22** “**GoPb**” means Government of the Punjab
- 3.23** “**GoP**” means Government of Pakistan
- 3.24** “**Applicable Law**” means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and enforced from time to time
- 3.25** “**Effective Date**” means the date on which this Contract comes into force and effect pursuant to Clause 7;
- 3.26** “**Member**” in case the Service Provider consist of a joint venture of more than one entity, means any of the entities, and “**Members**” means all of these entities;

3.27 **“Solid Waste”** means both hazardous and non-hazardous in nature generated from MBS routes.

3.28 **“Sweeping”** Manual & mechanical sweeping

3.29 **“Station”** means a place earmarked on the MBS corridor where buses travelling in either direction stop for a specified duration allowing passengers to board or alight from Metro Buses. This includes platform, pedestrian bridge / underpass, staircase, escalators, elevators, ticket both, washrooms and all other structural, architectural, functional components and amenities.

3.30 **Corridor”** means the roads or portions thereof which have been modified or are planned to be modified for the purpose of enabling smooth operation of MBS

4. **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.

5. **Notice**

5.1 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:

5.1.1 in writing;

5.1.2 issued within reasonable time;

5.1.3 served by sending the same by courier or registered post or by hand to their principal office in Pakistan or such other address or email as they shall notify for the purpose; and

5.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

6. **Tender Scope**

6.1 Punjab Masstransit Authority, GoPb, invites/requests Proposals (hereinafter referred to as “the Tenders”) **for the Janitorial and Housekeeping Services in Multan Metrobus System (MMBS)**, as outlined in this document.

6.2 Overview and Objectives

GoPb realizes the importance of providing safe, efficient, comfortable, and affordable Transport to the public and commissioned the Metrobus Corridor

Multan is the 3rd largest city in the Province of Punjab. It is located on National Highway (N-5) leading to Bahawalpur and Muzaffargarh / Dera Ghazi Khan enroute to Karachi. The city lies east of Chenab River, more or less in the geographic center of the country, at a distance of about 966 km from Karachi. Punjab's current population is approaching to 100 million, which is approximately 56% of the country's population. Five major cities of the province include Lahore, Gujranwala, Faisalabad, Rawalpindi and Multan. Under the devolved local government system, Multan has been declared a City District, comprising of six Towns, each administered by a Town Municipal Administration (TMA). The towns are further divided into a total of 129 union councils.

Multan has enormous intra city and intercity movement of passengers through conventional transportation modes. The road network is sharing the major load, and is overburdened, thus causing numerous problems to the residents of Multan.

The vehicles ownership in Multan district increased sharply by 277% between 2009 and 2014. Among vehicle types, motorcycles are dominant in Multan with a share of 76% while passenger cars represent only 15%. The number of motorized vehicles is 261 per 1,000 residents for year 2014.

Multan Metrobus System (MMBS) initially spans over approximately 18.5 KM running from Bahauddin Zikria University (BZU) to Chowk Kumharan. The section from Northern Bypass to BCG Chowk and Veharhi Chowk to General Bus Stand is elevated having a total length of approximately 12.5 Km. Rest of the section is at-grade having a length of approximately 6 Km. Key locations are targeted to maximize ridership from all surrounding areas. 21 stations have been built throughout the entire route of MMBS in the initial phase. Out of 21 stations, 14 are elevated and 7 are at-grade.

All operation and maintenance functions including but not limited to buses, Ticket operations, Security Services, surveillance system, Gensets, escalators, elevators, platform sliding doors, station announcement system are outsourced to private sector.

Multan Metrobus System (MMBS) is planned and executed to revamp the public transport sector. The concept is a rapid mode of transportation that reduces travel time and vehicle operating cost.

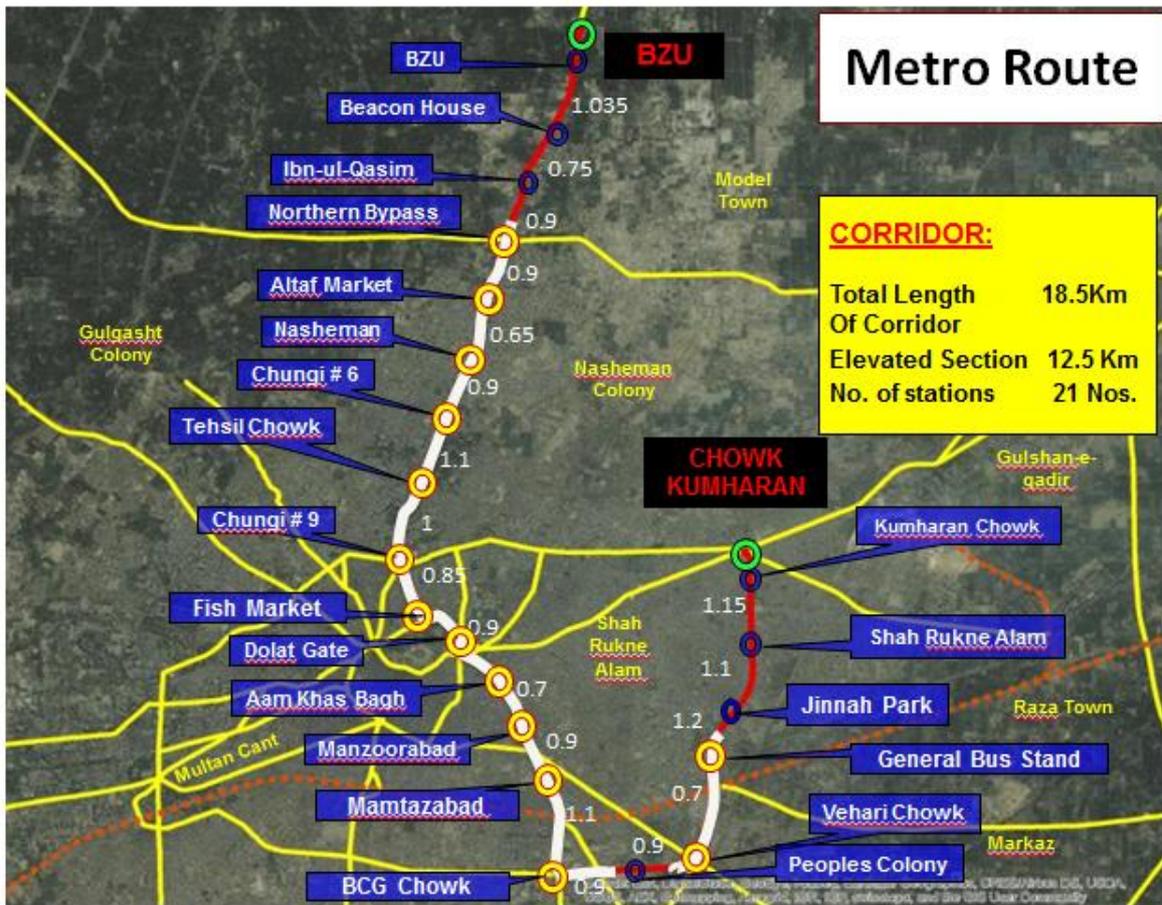
SALIENT FEATURES OF THE PROJECT

- Total length of the corridor from BZU to Chowk Kumharan is approximately 18.5 Km.

- Two lane - limited access corridor (~10m wide). Access is controlled by barrier along the curb sides.
- The section from Northern Bypass to BCG Chowk and Veharhi Chowk to General Bus Stand is elevated having a total length of 12.5 Km
- Total 21 Stations having average inter-distance of 850-900m. Each station has centrally aligned single platform with two (02) docking bays on either side. 07 numbers of stations are at-grade while 14 stations are elevated.
- The access to the stations is grade-separated. Pedestrian bridge and underpasses will be used for station access. 19 stations have access through pedestrian bridge while 02 stations have access through underpasses.
- The bridges and underpasses are used for stations access as well as road crossing.
- There are total 63 escalators and 63 elevators. Each typical station has minimum (03) three escalators and elevators except Chungi No 9 Station.
- There are roughly 252 Platform Sliding doors in the system. Each station platform has two (02) docking bays on either side while each bay has three (03) sliding doors.
- There are approximately 1100-1300 light poles along the corridor to make it well lit when required.
- Station power is backed up by gensets whose fueling is planned during non-operational hours.
- Bus Operational hours are planned from 6:00 AM to 11:00 PM and subject to change when desired by the Authority.
- There are station amenities such as water coolers, water motors, washrooms, ticket booths, Ticket Vending Machines, Announcement System, Surveillance Cameras, Passenger Information screens, gensets, transformers, turnstiles etc.
- Automated Fare Collection (AFC): Two types of electronic fare media are used i.e. token and smart card which are validated at turnstiles before entering into the platforms
- 35 Articulated air conditioned buses (seating capacity 38+1, total capacity 160 per bus)
- Terminal stations i.e. BZU and Chowk Kumharan have bus turnarounds
- Operations is monitored and controlled through Command & Control Center located near Chungi No 9 station.

- At all stations, water source is underground water table. The water is pumped to an underground tank first having a capacity of approximately 7000 gallons. From underground tank, water is pumped to two overhead tanks. One overhead tank is for supply of water to public washroom placed at its roof, having a capacity of approximately 3000 Gallons. The public washroom is located at road side. The other overhead tank is for supply of water to staff washroom placed at its roof, having a capacity of approximately 800 Gallons. The staff washroom is located inside the station. The drinking water for water coolers is supplied from underground tank.
- The estimated daily ridership is about 94,000. Station wise ridership details are as follows

Sr. No.	Station Name	Avg Daily Ridership
1	BZU	2184
2	Beacon House School	1479
3	Ibnul Qasim	518
4	Northern Bypass	1497
5	Altaf Market	1363
6	Nasheeman	4805
7	Chungi No. 6	5090
8	Tehsil Chowk	3606
9	Chungi No. 9	13293
10	Qasim Fort	4141
11	Dolat Gate	9364
12	Aam Khas Bagh	7479
13	Manzooraabad	2400
14	Mumtazabad	5081
15	BCG Chowk	12368
16	People Colony	1361
17	Vehari Chowk	3443
18	General Bus Stand	1354
19	Jinnah Park	3823
20	Shah Rukne Alam	2434
21	Chowk Kumharan	6666
Total Ridership		93,749



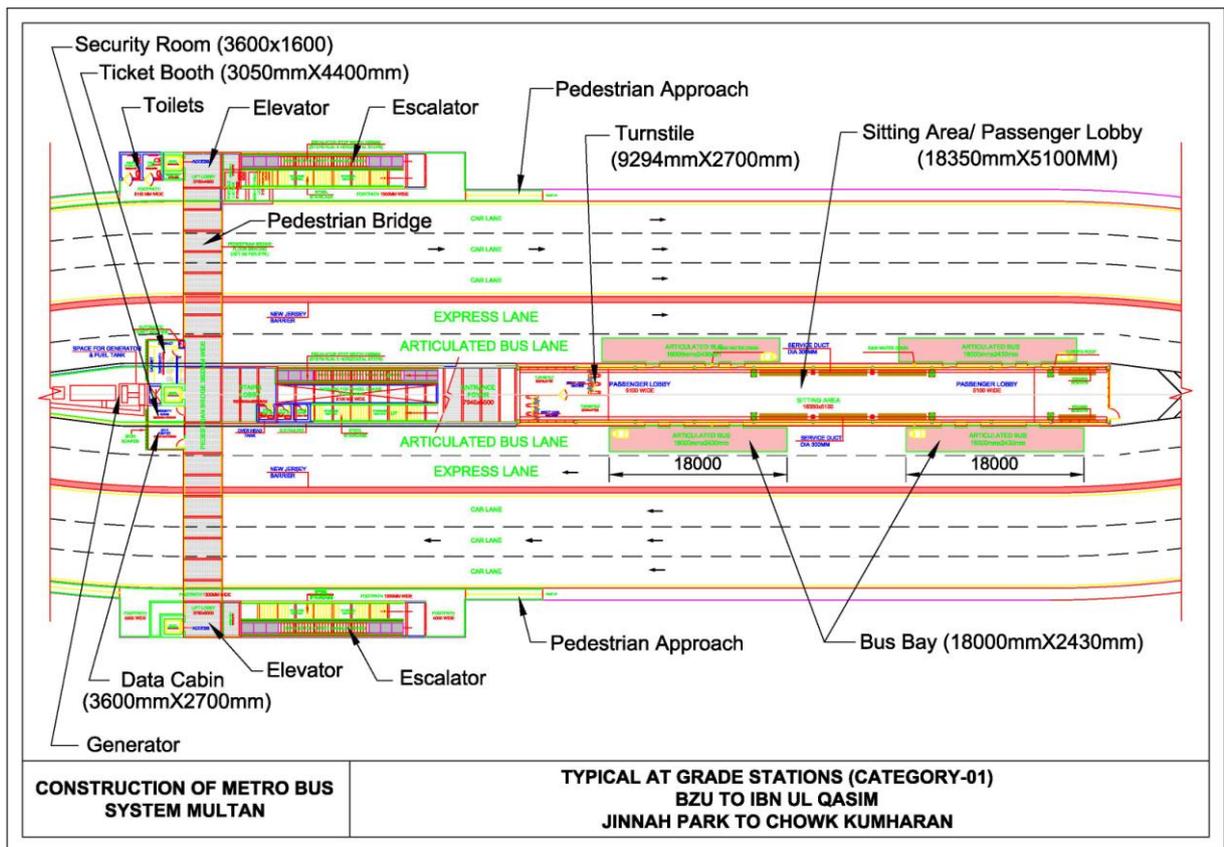
ROUTE MAP

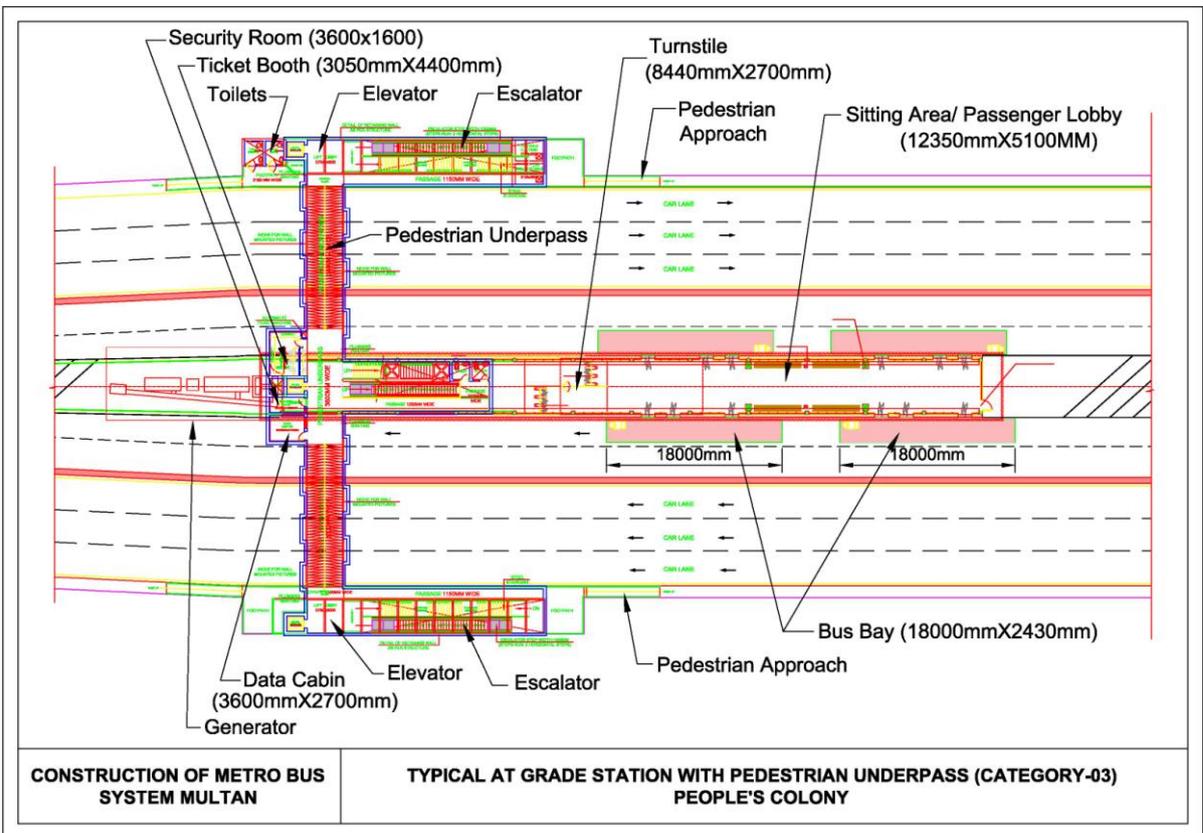
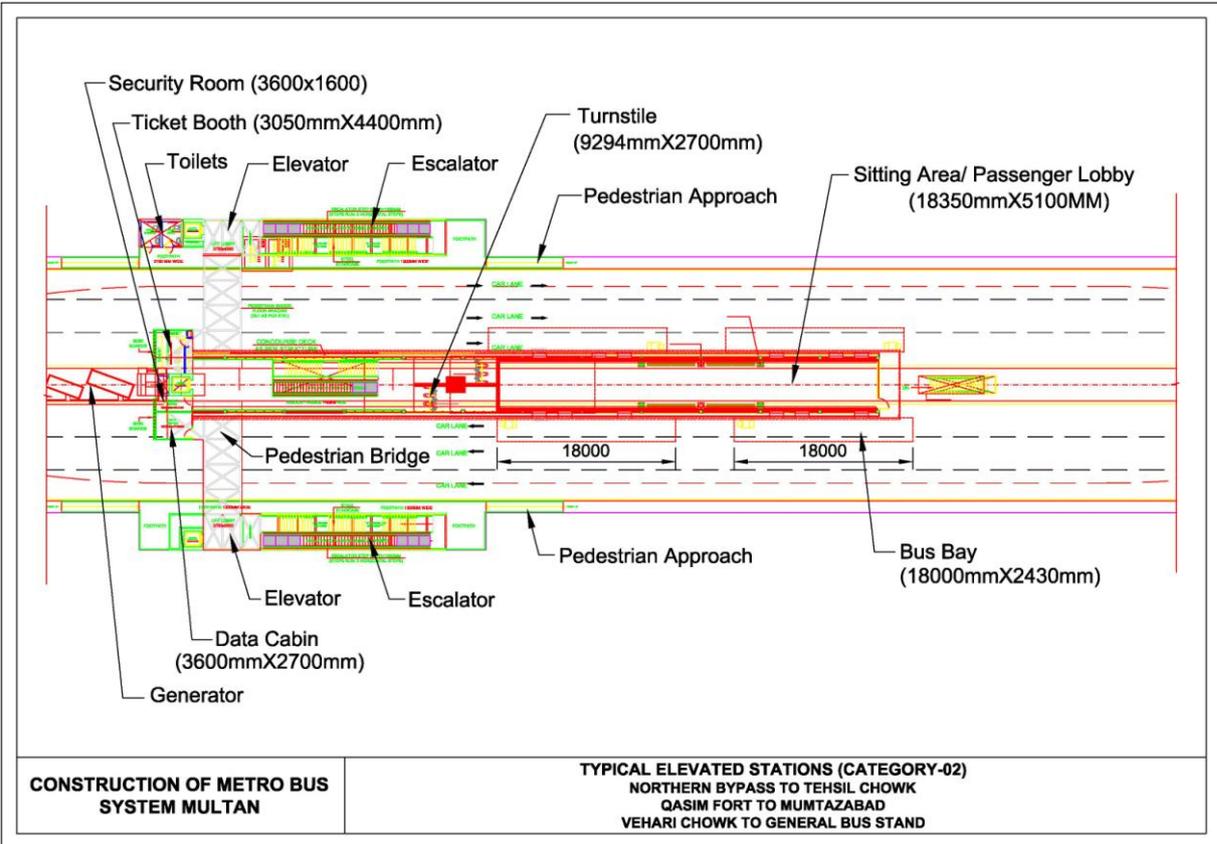


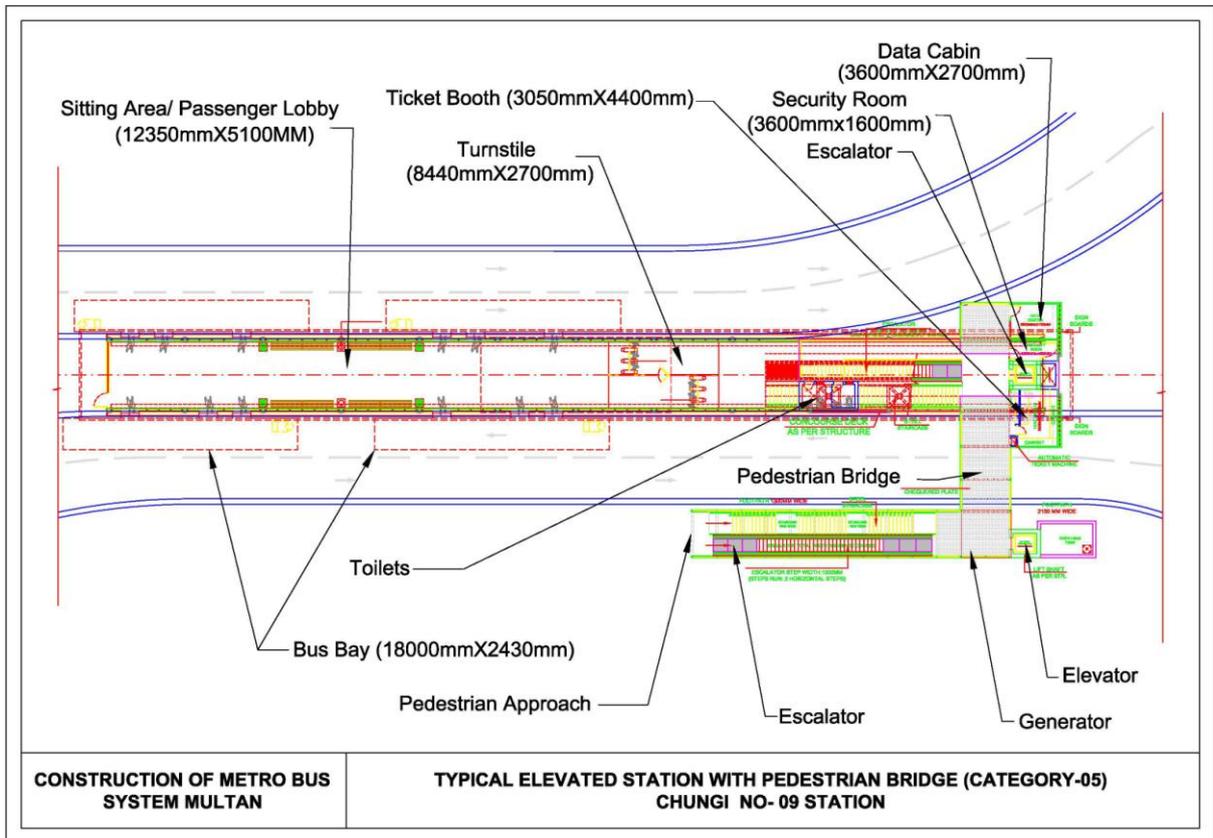
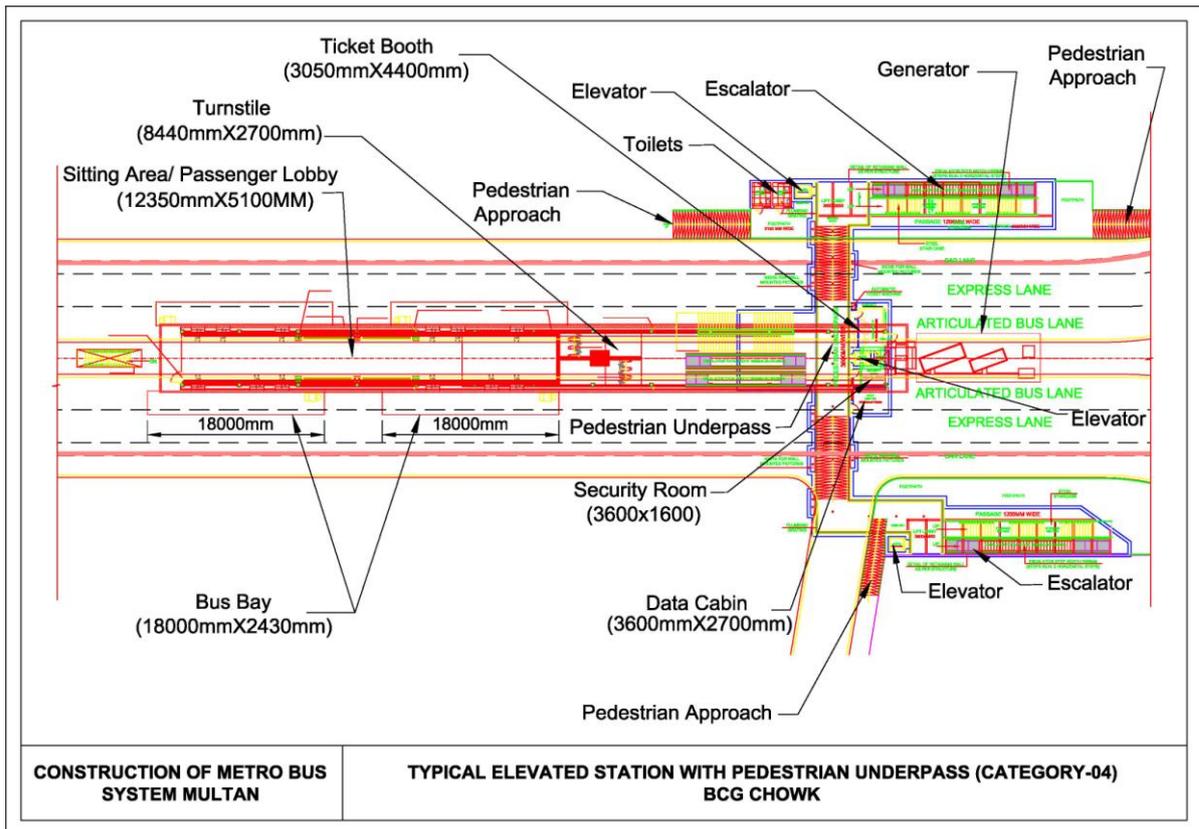
TYPICAL AT-GRADE STATION PERSPECTIVE



TYPICAL ELEVATED STATION PERSPECTIVE







7. **Contract Type and Duration**

Contract will be for Janitorial and Housekeeping Services in Multan Metrobus System (MMBS) for a period of 05 Years, extendable upon satisfactory performance and mutual agreement.

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 Security Service Provider on monthly basis subject to Clause 14 of the Contract.
- 8.1.8 The Client reserves the right to modify this coverage as deemed appropriate to meet its needs subject to the stipulations made in clause 16 of General Conditions of the Contract.

8.2 SCOPE OF WORK FOR SERVICE PROVIDER

Punjab Masstransit Authority requires services for cleaning of bus corridor, bus-stations, platforms, platform roof/ceiling, and ancillary facilities such as overhead pedestrian bridges, underpasses, stairs, escalators, elevators, all canopies, toilets, water tanks etc. PMA also requires operation and maintenance of water sources at stations, toilets, water coolers, water filters. Additional tasks include fumigations, evacuation of accumulated water if any, and drinking water testing on regular basis.

8.2.1 GENERAL REQUIREMENTS

The Service Provider shall

- 8.2.1.1 Provide, render and ensure Janitorial and Housekeeping Services as assigned by the Client on round-the-clock basis, 24 hours per day, 7 days per week including Sundays and holidays. The Service Provider shall be required to perform all necessary Janitorial and Housekeeping services and duties as outlined in this Services Required. Unless directed by Client, the requirements of this Scope shall continue uninterrupted despite strikes, threats of strikes or walkouts, terrorist activities, emergencies, and adverse weather conditions or disasters (natural, deliberate, or accidental); except Force Majeure.
- 8.2.1.2 Supply all the staff necessary to complete the duties of this contract. The service provider will carry out the work in a professional manner and to the satisfaction of the Client and will perform all services with trained staff.
- 8.2.1.3 Be responsible for furnishing all labor, uniforms and equipments for proper discharge of duties and services.
- 8.2.1.4 Supervise the performance of its personnel in order to meet the Janitorial and Housekeeping requirements of the Client. The Service Provider shall provide appropriate and necessary management and supervision of all of its employees and shall be solely responsible for instituting and invoking disciplinary action against employees not in compliance with the Client's rules, regulations, and instructions.
- 8.2.1.5 Be responsible to see that all its activities are properly coordinated with the MBS operations and modify assignments as required.
- 8.2.1.6 Be responsible for providing and maintaining any related transportation needs to its workers.
- 8.2.1.7 Be legally responsible for all the actions of personnel engaged by it. The Service Provider shall at all times use all reasonable efforts to maintain discipline and

good order amongst its personnel and ensure that all its personnel are aware of the code of conduct governing the MMBS operations, including the Janitorial and Housekeeping Services. The Service Provider or its personnel shall not at any time perpetrate, cause or permit any disturbance or hindrance to MMBS Operations / nuisance at the site / do anything which shall cause unnecessary disturbances or inconvenience to the passengers.

- 8.2.1.8 Comply with all the necessary legal requirements governing its ability to provide Janitorial and Housekeeping services. This shall include but not be limited to Licensing / permissions, authorizations, approvals registrations, applicable permits, all statutory and regulatory approvals from concerned authorities, wherever applicable, in order to perform Janitorial and Housekeeping services.
- 8.2.1.9 Comply with all the Laws, Rules and Regulations, which are applicable to the Service Provider or its personnel deputed to carry out the requirements of this contract; the Service Provider shall be solely responsible for the liabilities arising out of such compliance, non-compliance or implementation or non-implementation.
- 8.2.1.10 Ensure presence of an authorized representative and his/her presence within reasonable time when required by the Client.
- 8.2.1.11 Be directly responsible to the client for supply of services during the currency of the contract. The sub-contracting arrangements made by the service provider already or to be made in future at its own discretion will not, in any way, dilute or affect the responsibilities of service provider to the client.
- 8.2.1.12 Be responsible for the confidentiality of information. The Service Provider shall take and must have mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data and Confidential Information pertaining to the Janitorial and Housekeeping plans, in relation to this Agreement or the Janitorial and Housekeeping Services. Neither the Service Provider nor any of its employees/agents shall discuss nor disclose verbally or in writing any information regarding any of the internal Janitorial and Housekeeping operations with any persons or agencies not related to the provision of Janitorial and Housekeeping services under this contract, without prior written approval from the Client.
- 8.2.1.13 Be responsible for designated Janitorial and Housekeeping personnel in the event of death, injury, disablement or illness that may take place while performing/executing the contract and the Client shall not be held responsible. Any compensation, expenditure and legal liability towards the treatment of such

injury or loss of life shall be the sole responsibility of the Service Provider.

- 8.2.1.14 Ensure that it does not engage or continue to engage any person with criminal record / conviction/personnel whose services were terminated by previous employers on grounds of moral turpitude / indiscipline or criminal activity or otherwise undesirable persons; and shall bar such person from participating directly or indirectly in the provision of Janitorial and Housekeeping Services.
- 8.2.1.15 Be liable to penalty and/or replacement cost for any loss incurred or suffered / any damage caused to movable or immovable property of the Client, on account of sub-standard, deficient or inadequate Janitorial and Housekeeping Services, or interruption in the Janitorial and Housekeeping Services for reasons directly and solely attributable to the Service Provider.
- 8.2.1.16 Be liable to penalty if the Janitorial and Housekeeping Services are found to be deficient, sub-standard and not as per the terms and conditions of the Agreement. The penalty mechanism is detailed in Annex-A
- 8.2.1.17 Agree to remove from the site, whenever required to do so by the Client, any employee considered by the Client to be unsatisfactory or undesirable, with respect to the provision of Janitorial and Housekeeping services under this contract.
- 8.2.1.18 Provide detailed Execution Plan if required by the client.
- 8.2.1.19 Ensure that its personnel shall not enter MMBS territory without written permission of the client.
- 8.2.1.20 Appoint a senior level officer who will act as a liaison between the Client and the Service Provider to resolve/address management level issues. He shall be responsible for the preparation of all operational and emergency procedures custom designed for requirements. These SOPs shall be reviewed and updated from time to time. In case of any dispute in the design and implementation of SOP, the Client's verdict shall be final.
- 8.2.1.21 Ensure presence of its representative in Command and Control Center at least during operational hours. Control Room Operator shall be a graduate or above with strong written 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 Metrobus 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 adjusted in case of a change in Minimum Wage Rate as per notification of Government of Punjab; according to the criteria detailed in Annex-B.

8.2.2 **EQUIPMENT AND MACHINERY**

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 machinery shall be made on the basis of this statement. The Service Provider shall:-

- 8.2.2.1 Provide Mechanical sweeping of the corridor keeping in view the following requirements:-
 - a. Mechanically sweep the corridor on daily basis or as required by the Client during non-operational hours.
 - b. Service Provider shall be responsible for vehicle ownership and all maintenance / repair and replacement of such vehicles and its parts. It shall have the Client's logo prominently displayed at all times.

- c. Mechanical sweepers shall be adequate in number and in good working condition. Minimum number of vehicles to be provided will be two (02) with back up arrangements to avoid any disruption in work.
- d. The working vehicles will be truck mounted or in single piece.
- e. The vehicles must be capable of mechanically sweeping the corridor to an effective width of 2.2 meters and shall have all major components in a sufficient manner for the efficient operations including but not limited to, Brush System, Conveyor system, Garbage Collection System, Watering System, Suction and Vacuum system, etc. Watering System shall be designed as to prevent creating dust.
- f. Sweeping speed shall be between 2 to 18 km/h, and shall be adjustable on vehicle.
- g. The cooling system of the vehicles shall keep the engine operatable up to 55°C outdoor temperatures.
- h. In vehicles, there shall be headlights, turning signal lamps, brake lamps, stop lamps, xenon headlights and fog lamps, headlight protection grills.
- i. Engine shall be adequately insulated for noise and vibration; noise level shall be lowered to the minimum level.
- j. Insulation material used shall be flame retardant.
- k. There shall be two rotating warning beacon lamps, one on each side, right and left one beacon lamp on top center back part of the dumper.
- l. On the back, there shall be a illuminated arrow panel manufactured with LED technology, in order for warning oncoming traffic from behind while sweeping is in progress. It shall give warning to the left when sweeping the right side, and to the right when sweeping the left side. When sweeping is started the warning shall automatically be activated. Panel dimensions shall be approximately 700 mm x 700 mm overall unless otherwise stated.
- m. The vehicles shall not enter the corridor without Client's permission.
- n. The payment will be made based on area swept. The area shall be computed by multiplying effective swept width of 2.2 m by swept distance
- o. The vehicles shall be equipped with Geo Positioning System (GPS). The Service Provider shall provide web based interface to the Client to track the vehicles online. The system must be able to generate reports including Sweeper location based report, online and offline tracking, Distances Swept

with time taken and average speeds, stop time and location for at least past 45 days. The interface and format of the reports shall be approved by the Client.

8.2.2.2 Provide Mechanical Washing of the corridor by keeping in view the following requirements:-

- a. Mechanically wash the corridor on weekly basis or as required by the Client during non-operational hours.
- b. Service Provider shall be responsible for vehicle ownership and all maintenance / repair and replacement of such vehicles and its parts. It shall have the Client's logo prominently displayed at all times.
- c. Mechanical washers shall be adequate in number and in good working condition. Minimum number of vehicles to be provided will be two (02) with back up arrangements to avoid any disruption in work.
- d. The working vehicles will be truck mounted.
- e. Vehicles shall be designed for purposes of washing roads with high pressure carrying sufficient equipment to perform. Equipment shall comprise but not limited to water tank, high pressure pump with pistons, normal pressured water pump, water equipment cabinet, service pipe, water nozzles, water control valves. During the operation if required, adequate janitors will follow the vehicle and perform manual cleaning and sweeping.
- f. The tank capacity shall be sufficient to avoid any refill during its operations.
- g. The high pressured water shall also be used for cleaning of drainage sleeves and drainage outlet pipes in the corridor.
- h. In vehicles, there shall be headlights, turning signal lamps, brake lamps, stop lamps, xenon headlights and fog lamps, headlight protection grills.
- i. Engine shall be adequately insulated for noise and vibration; noise level shall be lowered to the minimum level.
- j. Insulation material used shall be flame retardant.
- k. There shall be at least one warning beacon lamp on the top.
- l. The vehicles shall be equipped with Geo Positioning System (GPS). The Service Provider shall provide web based interface to the Client to track the vehicles online. The system must be able to generate reports including Washer location based report, online and offline tracking, Distances cleaned with time taken and average speeds, stop time and location for at least past 45 days. The interface and format of the reports shall be approved

by the Client.

- 8.2.2.3 Arrange, operate and maintain all necessary equipment and machinery where cleaning is required at height at stations. The items to be cleaned include but not limited to glass, ceilings, ACP sheets etc.
- 8.2.2.4 Arrange, operate and maintain all necessary equipment, machinery along with specialized staff for cleaning of roofs and canopies without causing any damage to it. The frequency of cleaning shall be one station per month or as desired by the Client.
- 8.2.2.5 Arrange, operate and maintain at least one disc scrubber per station for platform and underpass floor cleaning during non-operational hours.
- 8.2.2.6 Arrange, operate and maintain at least two (02) mobile pumps to eliminate accumulation of water if any especially on track, underpasses, escalator pits and other susceptible locations.
- 8.2.2.7 Maintain the necessary materials and aids for housekeeping service. A list of minimum requirements is given below:-
Floor wiper, Floor mops, Buckets and Baskets, Floor brush with handle, Glass wiper, Soft broom, Hard broom, Duster, Cobweb brush, Phenyl and other disinfectants, Dust 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 Operate and maintain water sources (inclusive of electric motors), electric coolers, fire hydrants and water filters after formally taking over from PMA. The payments for the cost of full replacement and/or the cost of spare parts of electric motors, electric coolers and water filters including fault detection, fault removal, dismantling, installation etc shall be made on monthly basis as per actual cost borne by the Service Provider who shall submit all relevant documents as required by the Client as evidence along with the claim for payment. In case(s) where mishandling of Service Provider's staff is established as the underlying cause of defect leading to malfunctioning of the aforesaid equipment, the Client shall not be liable for the payment of such equipment or parts thereof.
- 8.2.2.9 Arrange, operate and maintain at least one water bowser to refill the water tank at station to maintain supply of clean water to washrooms and drinkable water to water coolers in case electrical motors are non-operational. In cases where unavailability of local water source is beyond the control of Service Provider

such as lowering of water table, non-availability of WASA supply, Service Provider is still obligated to supply water however the Service Provider can launch claim and payments will be done as per procedure laid down in clause 8.2.2.8

- 8.2.2.10 Operate and maintain toilets including but not limited to lights, sanitary fittings, exhaust fans, doors etc 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

8.2.3 **JANITORIAL AND HOUSEKEEPING PERSONNEL**

Appoint one personnel at every Metrobus station to act as a Station Supervisor (SS) during operational hours. In addition, the Service Provider shall deploy at least seven (07) personnel during operational hours at each station out of which at least one (01) female and one (01) male will be permanently positioned at washroom. For non-operational hours at least four (4) personnel will be deployed at every station. 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 MBS. 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 could interfere with the performance of his/her duties
- 8.2.3.6 None of its personnel neither report to duty nor perform duty under the influence of alcoholic beverages or intoxicating substances etc.,
- 8.2.3.7 Janitorial and Housekeeping personnel shall, at all times, be polite, courteous, respectful and responsive to passengers, Authority officers, other service providers etc.
- 8.2.3.8 No Janitorial and Housekeeping personnel shall leave premises assigned, unless properly relieved by field supervisor or next shift of Janitorial and Housekeeping personnel. The Janitorial and Housekeeping posts/places shall not be left unmanned at any time during the period of the contract.
- 8.2.3.9 If the assigned officer does not report on time the Service Provider is required to send a replacement immediately, in order to prevent any possible compromise of the Janitorial and Housekeeping operation.
- 8.2.3.10 The Janitorial and Housekeeping Personnel shall take appropriate action to preclude or minimize loss and render reports of all incidents, accidents, property damage, and maintain all records in connection with the duties and responsibilities of the Janitorial and Housekeeping force.
- 8.2.3.11 Facilitation to the Client is provided to inspect its services at any time.
- 8.2.3.12 All records in connection with the duties and responsibilities of its personnel are maintained.
- 8.2.3.13 At least one representative is deployed to be stationed at the MMBS Command and Control Center during the operational hours.

8.2.4 **SPECIFIC REQUIREMENTS**

The service provider must ensure neat and clean stations and washrooms at all times to provide a good impression

- 8.2.4.1 Station including Ticket Booths, Waiting Areas, Bus Platforms, Pedestrian Bridges / Underpasses, Staircase and all functional components :

The service provider shall;

- a. Sweeping and mopping with use of phenyl and high quality disinfectant;.
- b. Floors shall be cleaned with broom and then mopped with a wet cloth. The water used shall be clean, and the mop shall be washed.
- c. Conduct cleaning / dusting of electrical installations and all fixtures
- d. All glass surfaces including but not limited to Passenger Sliding Doors (PSDs) shall be cleaned from internal and external side with soap water and then cleaned with absorbent paper to make the surface free of any dust and dirt.
- e. Clean all the signage with soft cloth.
- f. Cleaning and disinfection of stains such as 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 on pedestrian bridges
- k. Keeping paved area clean including footpath / walkway for pedestrian access to stations around outer escalators, staircase, elevators and washroom. The area will be cumulative, up to a radius of 30 meters when measured from each corner of these structures.
- l. Cleaning of platforms and underpass floors with single 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 once a month for which the mechanism shall be subjected to the approval from the client.
- o. Operation and maintenance of water sources at stations
- p. Operation and maintenance of water coolers and water filters
- q. Carrying out measures to eliminate accumulation of water, and other relevant measures such as fumigation to prevent growth of dengue mosquito.
- r. 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

The service provider shall

- a. Generally operate and maintain the toilets in all respects including but not limited to lights, sanitary fittings, exhaust fans, doors, plumbing ,replacement of defective water taps, sanitary fittings, water tanks and washrooms fixtures.
- b. Clean and disinfect sanitary fittings and fixtures at all times during the bus operations hours.;
- c. Provide electric hand driers and ensure they remain in proper working condition throughout operational hours. Provide liquid soap, 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.
- d. Ensure dry cleaning of glass windows, doors and partitions at least once a day from both inside and outside and wet cleaning of glass windows, doors and partitions at least once a week from both inside and outside.
- e. Keep washrooms whiff free and spray air fresheners as and when required
- f. Make washing and disinfection of floors after close of operations on daily basis.

8.2.4.3 Management of Solid Waste in Offices / Stations

The service provider shall:

- a. Provide waste bins after getting approval of its size and design from the Client in appropriate number in ticketing booth, bathrooms, toilets, waiting area, stations and any other place where required.
- b. Ensure that each bin is provided with the plastic bag liner;
- c. Ensure that none of the waste bins shall be left unattended and un emptied during operational hours.
- d. Not be allowed to segregate recyclables within the premises of station; however with the approval of the client, the service provider may place waste bins of different colors for separate collection of recyclables
- e. Ensure collection and transfer of the solid waste to the designated communal waste collection bin(s);
- a. Empty waste bins frequently to ensure clean and whiff-free waste bins at all times;
- f. Wiping out any liquids/dirt that may have spilled around or inside the dustbin or on floor.

- g. Arrange washing of each waste bin at least twice a week from inside and outside;

8.2.4.4 Cleaning of Elevators / Escalators

Elevators / Escalators to be cleaned in consultation and in compliance with the requirements set-forth by the Elevator / Escalator Operator

8.2.4.5 Cleaning of Bus Corridor

The service provider shall:

- a. Ensure mechanical sweeping of bus corridor at least once a day after close of daily operations; and
- b. Provide mechanical washing of the bus corridor at least once a week under normal weather conditions and immediately after dust storms, thunder storms, heavy rains etc., if required and permitted by the Client.

8.2.5 **CLEANING SCHEDULE**

Cleaning schedule is mentioned in the table below. The schedule is subject to change as and when required by the Client. The daily activities in the schedule must result in neat, clean and whiff free stations and washrooms at all times

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 and escalators	✓				
9	Cleaning of pedestrian bridges / underpasses	✓				
10	Cleaning of paved area for pedestrians around stair case	✓				
11	Cleaning Platform floors with disc scrubbers	✓				

12	Cleaning underpass floors with disc scrubbers	✓				
13	OEM of electric motors and water coolers	✓				
14	Supply of water in case station source is unavailable / non-operational					✓
15	Cleaning of Corridor Fence		✓			
16	Cleaning of roofs, ceilings, canopies			✓		
17	Replacement of Filters / Filter Assemblies				✓	✓
18	Removal of accumulated water					✓
19	Fumigation				✓	✓
20	Cleaning of drainage sleeves and drainage pipes at elevated section		✓			
21	OEM 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	Mechanical Sweeping of the corridor	✓				
30	Mechanical Washing of the corridor		✓			
31	Drinking water testing at each station				✓	✓

8.2.6 REQUIEMENTS FOR PMA CONTROL CENTER

Dedicate and deploy at least three janitors per shift for PMA office only. Their roles and responsibilities shall include cleaning of toilets, refilling and replenishment of toilet items, cleaning, dusting of office, furniture, electronic item, fixtures, windows, glass, heaters, air conditioners and vacuum cleaning of carpets as and when required. The roles and responsibilities also include any other duty assigned by PMA officials

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. Foreign Company with established place of business in Pakistan, registered with the Securities & Exchange Commission of Pakistan under section 451 of the Companies Ordinance 1984, or Foreign Company coming as Joint Venture (JV) complying with criteria given in Clause No.13
- 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 been registered for at least for 3 years in Pakistan / country of origin, and has proven experience. (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)
- 11.5. Has valid Registration Certificate for Income Tax (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 all members, equivalent documents from the country of origin in case of foreign companies not registered in Pakistan and are part of JV).

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 having relevant experience with Foreign Company designated as Lead Partner of JV . 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. A power of attorney to that effect, legally executed, signed by all the partners shall be submitted with the Tender.
- b. Foreign Company designated as lead partner not registered with SECP may choose to submit a bid as JV. However, in case such a JV is declared a Successful Bidder / Lowest Evaluated Bidder, PMA shall issue an Intimation Letter to this effect and require the Foreign Company to register with SECP within a time period of 05 months. The Foreign Company shall register itself with SECP either under Section 451 of Company Ordinance 1984 as "Foreign Company" or as "Local Company" being the subsidiary of a Foreign Company. PMA shall issue Letter of Award and sign the Contract with the Lead Partner only after PMA receives evidence of successful registration of the Foreign Company with SECP.
- c. There must be at least one locally registered company (Partner) of good repute and proven track record and relevant experience, in the joint venture.
- 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.
- 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) in writing to the prospective Bidders.
- 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 Bidder or his 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 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 Firm Establishment record for at least 3 years (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).
- 16.5.3 Valid NTN registration certificates (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).
- 16.5.4 Income tax returns for the last three years (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).
- 16.5.5 Demand Draft / Pay Order/ Tender Security of PKR One Million(PKR 1,000,000/-) vide clause 18 (Tender Security) of tender document).

16.5.6 Agreement Deed / MOU in case of JV

Documents Required for Technical Evaluation and other requirements

16.5.7 Covering letter duly signed and stamped by authorized representative. (Annexure-F)

16.5.8 Technical Proposal Submission Form (Annexure-G)

16.5.9 Technical Evaluation Form(Annexure-D)

16.5.9.1 For Number of projects executed: Contract Documents, Project Completion Certificates and/or Letter of Awards OR Any other valid document for evidence proving required project worth

16.5.9.2 For Number of Staff: Appointment Letters List of Employees along with their Company ID, National ID, Contact details.

16.5.9.3 For Corporate Clientele: Payment Certificates or any other valid document for evidence of business. List of Clientele, Contract Person Name, Contact Person Designation, Official Address and Contact Details

16.5.9.4 For Turnover and Net worth: Financial Statements for the last three Fiscal years or Calendar years whichever is applicable in the country origin of operations.

16.1.1 Financial Capacity of the Bidder (Annexure-E)

16.1.2 Power of Attorney (Annexure-K)

16.1.3 Undertaking (Annexure-L)

16.1.4 Affidavit (Annexure-M)

16.2 The Financial Proposal shall comprise the following:

16.2.1 Financial Proposal Submission Form (Annexure-H)

16.2.2 Price Table (Annexure-I)

16.3 The Bidder shall follow the instructions laid down as under:

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

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

[Name of the Client]

[Address of the Client]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

16.3.2 The Bidder shall seal the Duplicate Technical Tender in an envelope duly marked as under:

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

[Name of the Client]
[Address of the Client]

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

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

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

[Name of the Client]
[Address of the Client]

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

16.3.4 The Bidder shall seal the Duplicate Financial Tender in an envelope duly marked as under:

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

[Name of the Client]
[Address of the Client]

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

16.3.5 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:

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

Strictly Confidential
Open on [Last Date of submission of the Tender]

[Name of the Client]
[Address of the Client]

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

- 16.3.6 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 Client]
[Address of the Client]

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

- 16.3.7 As applicable, the Bidder shall again seal Envelope Nos. (1+2)A, (1+2)B in a single envelope titled JANITORIAL AND HOUSEKEEPING SERVICES IN MULTAN METROBUS SYSTEM (MMBS)

- 16.3.8 The Bidder shall enclose soft copies of the Technical Proposal and the Financial Proposals only in the relevant envelopes, including all Forms, Annexes, Documents, Literature, etc., in the form of MS Word Documents/ MS Excel Worksheets/ PDF/ Scanned images, with the hard copies.

16.3.9 The Tender shall be mailed through a registered courier or hand-delivered to reach at the Client's office before the closing date and time (last day of application). Any Bid received by the Employer after the deadline prescribed in Clause 2 shall be returned unopened to such Bidder. Delays in the mail, delays of person in transit, or delivery of the Bid to the wrong office shall not be accepted as an excuse for failure to deliver the Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his Bid is accomplished

16.3.10 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, Annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the Bidder. Noncompliance with the same may cause the rejection of bid at the time of opening.

17. Tender Price

17.1 The quoted price shall be:

17.1.1 best / final / fixed and valid until completion of all obligations under the Contract and is subjected to adjustment only as per Clause 8.2.1.28

17.1.2 in Pak Rupees (PKR);

17.1.3 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.

17.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.

17.3 The price hereby quoted by the Bidders would cover the whole scope of services for the contract period.

18. Tender Security

18.1 The Bidder shall furnish the tender Security as part of the technical bid envelope, failing which will cause rejection of bid; as under:

18.1.1 Demand Draft / Pay Order / Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Client, as per the format provided in the Tender Document or in form of Demand Draft;

18.1.2 A sum of PKR One Million (PKR 1,000,000/-);

- 18.1.3 Have a minimum validity period of **180 days** from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 18.2 The proceeds of the Tender Security shall be payable to the Client, on the occurrence of any / all of the following conditions:
 - 18.2.1 If the Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender Form; or
 - 18.2.2 If the Bidder does not accept the corrections of his Total Tender Price; or
 - 18.2.3 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.
 - 18.2.4 If the Bidder fails to provide the performance security in stipulated timeframe or format.
- 18.3 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.

19. 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 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.

20. Modification / Withdrawal of the Tender

- 20.1 The Bidder may, by written notice served on the Client, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 20.2 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.

21. Opening of the Tender

- 21.1 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.
- 21.2 The Bidder's name, modifications, withdrawal, security, attendance of the Bidder and such other details as the Client may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 21.3 No Bidder or its representative will 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.

22. Clarification of the Tender by the Client

The Client shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of ambiguities / conflicting statements / arithmetical errors discovered in the Tender. Acceptance of any such correction is solid discretion of the Client.

23. Determination of Responsiveness of the Bid (Tender)

- 23.1 The Client shall determine the substantial responsiveness of the Bidder to the Tender Document, prior to the Technical Evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
- 23.1.1 meets the eligibility criteria for the Bidder for the Services;
 - 23.1.2 is accompanied by the required Tender Security as part of Technical Bid;
 - 23.1.3 is otherwise complete and generally in order;
 - 23.1.4 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 23.2 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.
- 23.3 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. However, the Client may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender; but subject to recommendations of the Tender Evaluation Committee.

24. Correction of errors / Amendment of Tender

- 24.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- 24.1.1 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.
- 24.2 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.

25. Rejection / Acceptance of the Tender

- 25.1 The Client shall have the right, at his exclusive discretion, to accept a Tender (lowest evaluated bid) , reject all tender(s), cancel / annul the Tendering process at any time prior to award of formal Contract, and without thereby incurring any liability to the Bidder and the decision of the Client shall be final.
- 25.2 The Tender may be rejected if:
- 25.2.1 it is substantially non-responsive; or
- 25.2.2 it is submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 25.2.3 it is incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late (by more than 59 seconds subject to Pakistan Standard Time); or
- 25.2.4 it is subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 25.2.5 the Bidder submits more than one Tenders; or
- 25.2.6 the Bidder fails to meet the minimum passing score of 70 in the Technical Evaluation Criteria (Annexure-B); or
- 25.2.7 the Bidder refuses to accept the corrected Total Tender Price; or
- 25.2.8 the Bidder has conflict of interest with the Client; or
- 25.2.9 the Bidder tries to influence the Tender evaluation / Contract award; or
- 25.2.10 the Bidder engages in corrupt or fraudulent practices in competing for the Contract award.
- 25.2.11 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 25.2.12 the Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.

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) working days 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.

28. Redressing of Grievances by the Client

- 28.1 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 procurement contract.
- 28.2 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.
- 28.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 28.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 28.5 Any bidder not satisfied with the decision of the committee of the Client may follow the process mentioned vide Statutes and Regulations.

**TERMS & CONDITIONS OF THE
CONTRACT FOR JANITORIAL AND HOUSEKEEPING SERVICES IN MULTAN METROBUS
SYSTEM (MMBS)**

**WILL BE SIGNED OFF BETWEEN PUNJAB MASSTRANSIT AUTHORITY,
GOVERNMENT OF THE PUNJAB, AND THE SERVICE PROVIDER**

Contract for

**FOR JANITORIAL AND HOUSEKEEPING SERVICES IN MULTAN
METROBUS SYSTEM (MMBS)**

between

PUNJAB MASSTRANSIT AUTHORITY



And

SUCCESSFUL BIDDER

Dated:

Table of Content

1.	AGREEMENT	37
2.	RECITALS	38
3.	COVENANT.....	38
4.	ANNEXES TO THE AGREEMENT	38
5.	SERVICES REQUIRED	39
6.	KEY SERVICE-LEVEL PARAMETERS	39
7.	SIGNING OF THE AGREEMENT	40
I.	GENERAL CONDITIONS OF CONTRACT.....	41
8.	CONTRACT	41
9.	CONTRACT DOCUMENTS AND INFORMATION	41
10.	CONTRACT LANGUAGE.....	41
11.	PATENT RIGHTS AND RIGHTS TO THE CONTENTS OF THE PROGRAM....	41
12.	INSURANCE.....	41
13.	EXECUTION SCHEDULE.....	42
14.	PAYMENT	42
15.	CONTRACT PRICE.....	43
16.	CONTRACT AMENDMENT	43
17.	ASSIGNMENT / SUBCONTRACT	43
18.	EXTENSIONS IN TIME FOR PERFORMANCE OF OBLIGATIONS UNDER THE CONTRACT	44
19.	LIQUIDATED DAMAGES (LD)	44
20.	FORFEITURE OF PERFORMANCE SECURITY	45
21.	TERMINATION FOR DEFAULT.....	45
22.	TERMINATION FOR INSOLVENCY	46
23.	TERMINATION FOR CONVENIENCE.....	46
24.	FORCE MAJEURE	47
25.	DISPUTE RESOLUTION	47
26.	STATUTES AND REGULATIONS	48
27.	TAXES AND DUTIES.....	48
28.	CONTRACT COST.....	48
29.	AUTHORIZED REPRESENTATIVE	48
30.	WAIVER.....	49
31.	SPECIAL STIPULATIONS	49
	ANNEXURES (FROM A TO R)	51

1. AGREEMENT

JANITORIAL AND HOUSEKEEPING SERVICES IN MULTAN METROBUS SYSTEM (MMBS)

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".

2. 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:

3. COVENANT:

- 3.1 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.
- 3.2 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.

4. ANNEXES TO THE AGREEMENT:

- 4.1 The following shall be deemed to form and be read and construed as part of this Contract:
 - 4.1.1 The Tender Document/RFP
 - 4.1.2 Bidder's Proposal
 - 4.1.3 Acceptance Letter (Letter of Intent)
 - 4.1.4 Terms and Conditions of the Contract
 - 4.1.5 Special Stipulations
 - 4.1.6 The Technical Specifications
 - 4.1.7 Tender Form
 - 4.1.8 Price Schedule
 - 4.1.9 Affidavit(s)
 - 4.1.10 Authorized Dealership / Agency Certificate

4.1.11 Performance Security

4.1.12 Service Level Agreement (SLA)

4.2 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.

5. SERVICES REQUIRED:

The scope of services is explained in section 8 of RFP

6. 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-A of the RFP document.

7. SIGNING OF THE AGREEMENT

IN WITNESS whereof the Parties hereto 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: **Punjab Masstransit Authority (PMA)**

For: **Legal Name of the Service Provider/Successful Bidder**

Signature _____

Signature _____

Name:

Name:

Witnessed By:

Witnessed By:

WITNESSES

Signature _____

Signature _____

CNIC # _____

CNIC# _____

Name _____

Name _____

Designation _____

Designation _____

Address _____

Address _____

I. GENERAL CONDITIONS OF CONTRACT

8. 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 working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Client.

9. 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), sample(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.

10. 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.

11. PATENT RIGHTS AND RIGHTS TO THE CONTENTS OF THE PROGRAM

The Service Provider shall indemnify and hold the Client harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Service or any part thereof. The Client will hold the exclusive rights to the contents of this program.

12. INSURANCE

The Service Provider shall provide such insurance of vehicles and equipment, as is sufficient to protect against their theft, damage or deterioration during course of the service, storage/transit to their final destination as indicated in this Contract.

13. EXECUTION SCHEDULE

The Service Provider shall submit an Execution Schedule, giving details of services to be rendered, as required under the Contract, to the Client, within ten (10) days of the signing of the Contract.

14. PAYMENT

The procedure for payments to Service Provider shall be as under:

The Service Provider shall submit monthly Application for Payment (Invoice) to the Client; within first five (05) working days of the following month, in the prescribed form and on the quoted rates in the bid. The Application for Payment shall be accompanied by such invoices, receipts or other documentary evidence (if any) and as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services provided, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any.

The Client shall issue a Certificate of Payment, in the prescribed form, with a copy to the Service Provider, verifying the amount due, within seven (07) working days of receipt of an Application for Payment. The Client may withhold a Certificate of Payment on account of defects/shortcomings in the services provided. The Client may make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate; after giving an opportunity of clarification to the Service Provider.

The Client shall pay the amount verified in the Certificate of Payment within twenty one (21) working days inclusive of seven days of issuance of Certificate of Payment. Payment shall not be made in advance. The Client shall make payment for the Services provided, to the Service Provider, as per Terms of the Contract, in Pak Rupees, through crossed cheque.

15. CONTRACT PRICE

- 15.1** The quoted price, in the financial bid, 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 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. Furthermore, in future, if the total incidence of taxes imposed on the Contractor increases

above 10% of the rate that prevailed at the time of the signing of contract, the Service Provider and the Client shall settle the issue through mutual consultations/agreement. Same dispensation will apply if the incidence of tax reduces over the contract period.

- 15.2** The Service Provider shall not change the quoted price(s) in bid for the equipment and services provided and for other obligations discharged, under the Contract. Any adjustment for price from the prices quoted by the Service Provider in the Price Schedule shall be assessed as per the criteria detailed in Annex-B

16. CONTRACT AMENDMENT

The Client, at any time, by written notice served on the Service Provider, may initiate, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Services / the Works, in whole or in part. The Service Provider shall, within ten working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the Change), to the Client. The Service Provider shall not execute the Change until and unless the Client has allowed the said Change, by written order served on the Service Provider. The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change. No variation in or modification in the Contract shall be made, except by written amendment signed by both the Client and the Service Provider.

17. ASSIGNMENT / SUBCONTRACT

The Service Provider will not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Client's prior written consent. The Service Provider shall guarantee that any and all assignees / subcontractors of the Service Provider shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

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

If the Service Provider encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Service Provider 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 Service Provider, extend the Service Provider's time for

performance of its obligations under the Contract.

19. LIQUIDATED DAMAGES (LD)

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.

- Station Take Over with required Staff:
LD Per Day = 0.0025 x Monthly quoted price x No of Stations
- Mechanical Sweeping, Mechanical Washing and other services required
LD Per Day = 0.0025 x Monthly quoted price

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 put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Client, and the actual delivery date(s). (This penalty will also be invoked on the failure on the part of the Operator to meet commitments given by him in the technical proposal and failure in compliance to the specifications). It is clarified that LDs stated in this clause may be levied until such time the Operator has failed/delayed the start of operation as per conditions described in this document. After the start of the operation any further service/performance related failures/delays shall be penalized as per Service Level Agreement (Annex-A).

20. FORFEITURE OF PERFORMANCE SECURITY

If the Service Provider fails / 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 the Client may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Service Provider.

21. TERMINATION FOR DEFAULT

If the Service Provider fails/delays in performance of any of the obligations under the Contract / violates any of the provisions of the Contract / commits material breach of any of the terms and conditions of the Contract, or engages in any illegal activities; where such failure/breach/illegal activity has a material adverse effect on the operations of this Project, the Client may, at any time, without prejudice to any other right or 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; provided that the termination of the Contract shall be resorted to only if the Service Provider does not cure its failure / breach/ illegal activity, within twenty one (21) working days (or such longer period as the Client may allow in writing), after receipt of such notice.

If the Client terminates the Contract for default, in whole or in part, the Client may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the Service Provider shall be liable to the Client for any excess costs for such similar Services / Works. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

22. TERMINATION FOR INSOLVENCY

If the Service Provider, or any member in case of JV, becomes bankrupt or otherwise insolvent, the Client may, at any time, without prejudice to any other right or 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.

23. TERMINATION FOR CONVENIENCE

23.1. The Client may, at any time, by written notice of 30 days served on the Service Provider, terminate the Contract, in whole or in part.

23.2. The Services which are complete, or are scheduled to be completed by the Service Provider, within thirty working days after the receipt of such notice, shall be accepted by the Client. For the remaining services, the Client may elect:

- a) To have any portion thereof completed and delivered; and
- b) To cancel the remainder and pay the Service Provider by Paying an allowance **as compensation for overheads and anticipated profit to the Service Provider**, 10% of value of rest of the contract value.

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.
- 25.2. If the parties fail to resolve the dispute through mutual consultations then the matter will be referred to three arbitrators, one to be appointed by each party and the third by the two appointed arbitrators.
- 25.3. 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 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.

26. STATUTES AND REGULATIONS

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. The Courts 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.

27. TAXES AND DUTIES

The Contractor shall be responsible for the payment, if any is required, of all Pakistani Income Tax, Duties any other taxes on income arising out of the Contract, and the financial bid mentioned in "Financial Proposal Submission Form"/"Price Table" shall be deemed to cover all such taxes in view of Clause 15 of the Contract.

28. CONTRACT COST

The Service Provider shall bear all costs / expenses associated with the preparation of the Contract and the Client shall in no case be responsible / liable for those costs / expenses e.g. Contract Stamp duty charges etc.

29. AUTHORIZED REPRESENTATIVE

- 29.1. The Client, or the Service Provider may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- 29.2. The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Client, or the Service Provider
- 29.3. Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 29.4. 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.
- 29.5. 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.
- 29.6. 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

30. 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.

31. SPECIAL STIPULATIONS

SCHEDULE-A, SPECIAL STIPULATIONS		
For ease of Reference, certain special stipulations are as under:		
1	Tender Security	<p>The Service Provider shall furnish the Tender Security as under:</p> <p>for the whole Tender;</p> <p>In the form Bank Guarantee issued by a scheduled bank operating in Pakistan, in the name of the Client, as per the format provided in the Tender Document or in form of Demand Draft / Pay-order drawn on a Scheduled Bank operating in Pakistan; for a sum of PKR One Million (PKR 1,000,000/-); denominated in Pak Rupees;</p> <p>Have a minimum validity period of one hundred and eighty (180) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.</p>
2	Performance Security	<p>The successful Service Provider shall furnish Performance Security as under:</p> <p>within ten (10) working days 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	Signing of Contract	<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</p>

		sign and date the Contract and return it to the Client.
4	Start of Services	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
5	Liquidated damages for failure / configuration of Services by the Service Provider	<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"> • Station Take Over with required Staff: LD Per Day = 0.0025 x Monthly quoted price x No of Stations • Mechanical Sweeping, Mechanical Washing and other services required LD Per Day = 0.0025 x Monthly quoted price <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 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)</p>
6	Legal Status to Work in Pakistan	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.
7	Contract Life	Five (5) Years starting from complete handing over of stations.

ANNEXURES

ANNEXURE-A: SERVICE LEVEL AGREEMENT (SLA)

Scope:

- The SLA describes target performance levels which the Successful Bidder / 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 on part of the Service Provider, and associated penalties which will be applied if Successful Bidder / Operator fails to deliver any service performance targets in accordance with this Agreement including agreed Standard Operating Procedures (SOP) during contract life.
- The Service Provider will be exempted from delays or slippages on SLA parameters arising out of delays in execution or due to delay in approval or review from the Client's side. Any such delays will be notified in writing.
- The total monthly penalty amount shall not exceed more than 20% of same monthly payment to the Operator.
- Each non-compliance shall be penalized according to the details given in tables below.

KEY PERFORMANCE INDICATORS

Sr. No.	Description	Penalty (Rs.) for Non-Compliance
1.	Mopping, cleaning and picking of litter at <ul style="list-style-type: none">• Platform• Pedestrian Bridges / Underpasses• Staircases• Escalators / Elevators• Ticket Booths• All passenger accessible areas of station• Paved area including footpath / walkway for pedestrian access to stations around outer escalators, staircase, elevators and washroom. and rendering them Spotless and litter free during bus operations hours. (Max. 5 Minutes response time) (Max. 10 Minutes response time for removal of stains)	Rs. 5,000/- per instance
2.	Cleaning all glass surfaces from inside and outside such as Passenger Sliding Doors (Max. 5 Minutes response time)	Rs. 5,000/- per instance
3.	Cleaning of windows, doors, fixtures, electrical installations, signage and furniture rendering them dirt free and clean (Max. 5 Minutes response time)	Rs. 5,000/- per instance

4.	Daily cleaning and disinfection of platform and underpass floors with single disc scrubber once per day during non-operational hours. a. Not Performed b. Partially Performed c. Instances of non-compliance with specifications or performance level as defined in scope of work.	Rs. 20,000/- Rs. 10,000/- Rs. 5,000/- per instance
5.	Mechanical sweeping of bus corridor once per day rendering it clean and muck free corridor at the start of the bus operation- a. Not Performed b. Partially Performed c. Instances of non-compliance with specifications or performance level as defined in scope of work.	Rs. 20,000/- Rs. 10,000/- Rs. 5,000/- per instance
6.	Mechanical washing of bus corridor once per week rendering it washed, muck free and clean corridor at the start of the Bus operation. a. Not Performed b. Partially Performed c. Instances of non-compliance with specifications or performance level as defined in scope of work.	Rs. 20,000/- Rs. 10,000/- Rs. 5,000/- per instance
7.	Cleaning of roofs and canopies and rendering them clean and muck free a. Not Performed b. Partially Performed c. Instances of non-compliance with specifications or performance level as defined in scope of work.	Rs. 20,000/- Rs. 10,000/- Rs. 5,000/- per instance
8.	Stink free and clean toilets at all times during operational hours	Rs. 5,000/- per instance
9.	Toilet housekeeping by continuous supply of toilet amenities including but limited to toilet paper, paper towels, liquid soap, refilling of liquid soap etc, as and when required (Max 10 minute response time)	Rs. 5,000/- per instance
10.	Operation and maintenance of washrooms including lights, doors, exhaust fans, sanitary fittings, floor tiles, muslim showers, cleaning of water tanks etc. (Max 3 Hours response time)	Rs. 5,000/- per instance
11.	Fully operational washrooms during bus operations hours in the event of water being not available at site. (Max 3 Hours response time)	Rs. 5,000/- per instance x Number of Hours of sustained non-compliance (Maximum Limit = Rs 100,000)
12.	Fully operational water coolers during bus operations hours. Reasons for not fully operational water coolers includes but are not limited to the following on part of Service Provider:- a. Non-operational water coolers during bus operational hours due to non-availability of water or any other lapse on part of service provider. b. Filters absent / Dirty Filters / Filters not replaced at the	Rs. 5,000/- per instance x Number of Hours of sustained non-compliance (Maximum Limit = Rs 100,000)

	<p>desired frequency</p> <p>c. Broken / leaking filter cups, filter connection pipes. Leakage in water cooler internal drainage pipes, tank and cooler body. Blockage in water cooler drain pipe</p> <p>d. Malfunctioning water cooler push button taps.</p> <p>e. Non-available cooled water during summers</p> <p>(Max 3 Hours response time)</p>	
13.	Non overflowing waste bins. Waste bins cleaning and washing as per defined scope (Max 5 minutes response time for overflowing waste bins)	Rs. 5,000/- per Station
14.	Proper fumigation to be performed on each station on quarterly basis or as directed by Client	Rs. 10,000/- per Station
15.	Proper cleaning of storm water drainage sleeves / outlets and pipes on weekly basis with pressured water	Rs. 1,000/- per drainage sleeve / outlet / pipe
16.	Conduction of drinking water quality tests at each station and submission of reports on quarterly basis or as directed by the Client	Rs. 10,000/- per Station
17.	Evacuation of accumulated water in station, underpass or on the track or on location identified by Client within the Metrobus System within the reasonable limits ascertained by the Client. (Max 3 Hours response time)	Rs. 5,000/- per instance
18.	Any act/instance which is conforming to Authority's Rules/Regulations/defined scope of work and agreed SOPs	Rs 5000 – 100,000/ depending of the sensitivity of the issue

FINES FOR DEFICIENCIES RELATED TO USER OPERATION

Sr. No.	Description of the infraction	Penalty (Rs.)
19.	Delaying operation without cause.	Rs. 20,000/- per instance
20.	Service provider vehicle obstructing corridor during bus operation hours.	Rs. 50,000/- per instance
21.	Delayed response up to one (01) day, to passenger complaints on Helpline on part of Service Provider	Rs 1000/- per instance

SANCTIONS AGAINST STAFF

Sr. No.	Description of the infraction	Penalty (Rs.)
22.	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
23.	Janitorial staff without proper uniform and identification as specified in the contract, Uniform is color-faded or torn-off, Uniform non-compliant with the uniform code defined in the scope of contract.	Rs. 500/- per instance
24.	PMA indicates an inadequacy/insufficiency in certain function and directs Service Provider to meet the gap which he fails to comply within the specified time.	Rs. 5,000/- per instance

Sr. No.	Description of the infraction	Penalty (Rs.)
	<i>(In addition to Penalty, PKR 500/- for delay of each additional day, until the gap is met. The additional penalty shall not exceed PKR 10,000)</i>	
25.	Verbal or Physical ill-treatment with passengers / persons, impolite/disrespectful behavior with passengers / persons <i>(In addition to fine, concerned Personnel(s) shall be immediately terminated followed by replacement)</i>	Rs. 20,000/- per instance
26.	Station Supervisor and/or Control Room Representative found absent from his duty for more than 10 minutes.	Rs. 1,000/- per instance
27.	Janitorial Staff involved in any kind of fraudulent activity <i>(In addition to Fine, concerned Personnel(s) shall be immediately terminated followed by replacement)</i>	Rs. 25,000/- per instance
28.	Improper disposal of waste.	Rs. 20,000/- per instance
29.	Refusal to provide information	Rs. 20,000/- per instance
30.	Violation of traffic rules	Rs. 30,000/- per instance
31.	To carry weapons of any kind	Rs. 30,000/- per instance
32.	Drunkenness on duty or smoking while driving	Rs. 20,000/- per instance
33.	Failure to follow or acknowledge instructions issued by the Control Center, operations personnel OR Any act/instance which is non-conforming to Authority's Rules / Regulations / Contract / Instructions, agreed SOP(s)	Rs. 5,000/- per instance x A Where A = 1 to 50 depending on sensitivity of incident ascertained by Client.
34.	Accident or damage to MBS Infrastructure	Rs 20,000 + Cost of Damage

FINES OF INSTITUTIONAL OR ADMINISTRATIVE NATURE

Sr. No	Description of the infraction	Penalty (Rs.)
35.	Failure to deliver information within agreed time required by the PMA, or delivers same outside the terms which for this purpose PMA may establish.	Rs. 20,000/- per instance
36.	To refuse to accept the visits of the PMA's inspectors, to hide information or to provide partial or erroneous information.	Rs. 20,000/- per instance
37.	When it is shown that there are deliberate practices which restrict free competition or which imply abuse of the dominant position which the Service Provider could have obtained as a result of this contract, or of this Contract in conjunction with other contracts related to the functionality of the Metro Bus System.	Rs. 30,000/- per instance
38.	To omit compliance with obligations established by the employment and social security regime regarding workers.	Rs. 10,000/- per instance

FINES FOR ENVIRONMENTAL VIOLATIONS

Sr.	Description of the Infraction	Fine
39.	Non-compliance with any rules / regulations for waste disposal as laid down by City District Government	Rs. 100,000/- per instance

ANNEXURE-B: PRICE ESCALATION

The amounts payable to the Service Provider, , shall be adjusted in respect of the rise or fall in the cost of labor, materials, and other inputs to the Works, by applying to such amount the formula prescribed in this Clause.

Formula for Price Adjustment:

The adjustment to the monthly statements in respect of changes in cost shall be determined from the following formula:-

$$P_n = A + b \frac{L_n}{L_o} + c \frac{F_n}{F_o} + \dots$$

where,

“P_n” is the Price Adjustment factor for the work carried out in the period “n”.

“A” is a constant or the Non-Adjustable Portion of the Price Adjustment Factor to be specified, representing the Non-Adjustable Portion of the Contract Price.

“b, c,” are Coefficients or weight ages of the order of 0.xx (i.e., fractions having two significant digits) for each specified element of adjustment in the Contract. The sum of A, b, c shall be one.

“L_o, F_o” are the Base Date Indices for the labour & fuel elements (adjustable) elements, to be recorded at the start of the Janitorial & Housekeeping services.

“L_n, F_n” are the Current Date Indices, i.e. at the time of invoice, of the labor and fuel are (adjustable) elements for the period “n”.

If “P” is the amount payable (prior to adjustment) at the rates entered in the Price Schedule of the service carried out in period “n” then, Adjusted amount payable to the Contractor for the service carried out in the period “n” shall be equal to P_n*P..

Coefficients:

$$A = 0.30$$

$$b = 0.50 \text{ Labor}$$

$$c = 0.20 \text{ Fuel}$$

Source of Prices

The prices of elements subject to Price Adjustment shall be to the extent possible as given in the Statistical Bulletins published by Federal Bureau of Statistics (FBS), Statistical Division Government of Pakistan. Statutory notifications and official price from public sector organizations, where available, may be used at the option of the Employer. The source for prices of High Speed Diesel (HSD) shall be either Statistical Bulletins or Pakistan State Oil (PSO). However, for a particular adjustable element, the same source shall be used throughout the currency of contract as also stipulated in the tender documents before issuing the tender documents.

ANNEXURE-C: TECHNICAL EVALUATION CRITERIA

- It is mandatory to score minimum total 70 marks
- Bid will be disqualified in case of (0) zero point in any criteria.
- In case of JV, marks shall be evaluated jointly for all member unless stated otherwise.
- The requirement of documents for evidence as indicated in the table below, is applicable to all members of JV unless specified otherwise. The Client reserves the right to request additional information for values/information entered by the Bidder against any criteria.

Sr No.	Criteria	Max. Marks	SCORING CRITERIA	Documents required
1	Number of similar Contracts executed or being executed each of worth PKR One (01) Billion or more	20	Less than 1 = 0 Points 1 to 2 = 10 Points 3 to 4 = 15 Points 5 or more = 20 Points	Contract Documents, Project Completion Certificates and/or Letter of Awards OR Any other valid document for evidence proving required project worth
2	Total Number of Janitorial Staff	15	Less Than 400 = 0 Points 401 to 450 = 6 Points 451 to 500 = 9 Points 501 to 550 = 12 Points 551 or more = 15 Points	Appointment Letters List of Employees along with their Company ID, National ID, Contact details.
3	Number of Years of relevant Foreign Experience in Janitorial Services	15	3 Years = 0 points >3 to 5 Years = 4 Points >5 to 7 Years = 6 Points > 7 to 10 Years = 8 Points > 10 Years = 10 Points	Company Registration Certificate in the country of Origin (Applicable to any one foreign member in case of JV)
4	Total Number of Clientele for Janitorial Services in Corporate Sector	10	Less than 5 = 0 Points 5 to 8 = 4 Points 9 to 11 = 8 Points 12 to 14 = 12 Points 15 or more = 15 Points	Payment Certificates or any other valid document for evidence of business List of Clientele, Contract Person Name, Contact Person Designation, Official Address and Contact Details
5	Average Annual Turnover from Janitorial Services in last three years in Millions (PKR)	20	<= 200 = 0 Points > 200 to 225 = 5 Points >225 to 300 = 10 Points >325 to 350 = 15 Points >350 = 20 Points	Financial Statements for the last three Fiscal years or Calendar years whichever is applicable in the country of origin of operations.
6	Net Worth in Last Year in Millions (PKR) (Total Assets - Total Liabilities)	20	<= 100 = 0 Points > 100 to 125 = 5 Points >125 to 150 = 10 Points >150 to 175 = 15 Points >175 = 20 Points	Same as of Criteria for Average Annual Turnover at serial no 5
	TOTAL	100		

ANNEXURE-D: TECHNICAL EVALUATION

The following data form shall be filled out by the Bidder; and by all partners in case of a Joint Venture, with supporting documents for evidence as described in Annex B. The Client reserves the right to request additional information for values/information entered by the Bidder against any criteria.

1	Number of similar Contracts executed or being executed each of worth PKR One (01) Billion or more	
2	Total Number of Janitorial Staff	
3	Number of Years of relevant Foreign Experience in Janitorial Services	
4	Total Number of Clientele for Janitorial Services in Corporate Sector	
5	Average Annual Turnover in last three years in Millions (PKR)	
6	Net Worth in Last Year in Millions (PKR) (Total Assets - Total Liabilities)	

ANNEXURE-E: FINANCIAL CAPACITY OF THE BIDDER

Additionally, the following financial data form 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 Supply/Services may be disqualified.

Financial Information	Provide the required information for the previous three years. (Most recent to oldest). Also attach balance sheets for the relevant years		
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)
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)			

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: _____ (See below)

Litigation and Arbitration During Last three (3) Years

Year	Matter in Dispute	Value of Award Against Service Provider in PAK Rupees
------	-------------------	---

Authorized Signatures with Official Seal

ANNEXURE-F: FORMAT FOR COVERING LETTER

To
(Name and address of Client)

Sub: _____.

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Client Department / Office.
- c) We agree to abide by this proposal for the period of ____ days (as per requirement of the Operation) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the (insert name of 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.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- g) We would like to clearly state that we qualify for this work as our company meets all the pre-F criteria indicated on your tender document. The details are as under:

Authorized Signatures with Official Seal

ANNEXURE-G: TECHNICAL PROPOSAL SUBMISSION FORM

Technical Proposal Submission Form

[Location, Date]

To (Name and address of Client / 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 provide the Janitorial and Housekeeping Services in Multan Metrobus System

We also confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible 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-H: 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 Client / Client)

Dear Sir,

We, the undersigned, offer to provide the (Insert title of assignment) in accordance with your Request for Proposal dated (insert date) and our Technical Proposal. Our attached Financial Proposal is for the sum of PKR (insert amount in words and figures) . This amount 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.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the clauses 19 and 20 of RFP.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Service Providers for any part of the Contract, ineligible 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-I: PRICE TABLE

Technically qualified bidders with minimum Total value will be considered successful.

CATAGORY	UNIT	ESTIMATED MONTHLY QUANTITY (A)	UNIT RATE (B) (PKR)	AMOUNT PER MONTH C = A x B (PKR)
Mechanical Washing	Km	74.08		
Mechanical Sweeping	Ha	244.46		
Mechanical Washing of roofs, Canopies etc.	Station	21		
Janitorial Services	Station/Day	630		
Management Cost	Per Day	30		
Operation and Maintenance of Washrooms	Station	21		
TOTAL =				

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) *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.

ANNEXURE-J: INSTRUCTIONS FOR PREPARATION OF POWER OF ATTORNEY

- a)** To be executed by an authorized representative of the bidder.
- b)** 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.
- c)** 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 favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d)** 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-K: 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 as 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 (name of the Operation) in response to the tenders invited by the (name of the Client) including signing and submission of all documents and providing information/responses to (name of the Client) 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-L : 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-N: TENDER SECURITY FORM

TENDER SECURITY FORM

WHEREAS [Name and Address of the Service Provider] (hereinafter called "the Service Provider") has submitted Tender against Tender Name (hereinafter called "the Tender") to the [Name and Address of the Client] (hereinafter called "the Client") for the Total Tender Price of PKR (in figures _____) (in words _____).

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

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 _____) 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 withdraws the Tender during the period of the Tender validity specified by the Service Provider on the Tender Form; or
2. If the Service Provider does not accept the corrections of his Total Tender Price; or
3. If the Service Provider, 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.

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

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

This guarantee shall remain valid up to _____ or until furnishing of the Performance Security, whichever is later.

Date this _____ day of 20____.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

ANNEXURE-O: PERFORMANCE SECURITY

PERFORMANCE SECURITY

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgment Date:

WHEREAS [Name and Address of the Service Provider] (hereinafter called "the Service Provider") has agreed to supply the Services and render the Services against Tender Name (hereinafter called "the Contract") for the Contract Value 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 operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Client, 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 the Service Provider a Guarantee;

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 _____) 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. If the Service Provider fails to fulfill any of the obligations under the Contract;
3. If the Service Provider violates any of the provisions of the Contract.

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

And further provided that any demand(s) / claim(s) from the Client shall reach the Guarantor within thirty working days after 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 _____