

Tender Document for

FUEL MANAGEMENT SERVICES & SUPPLY OF DIESEL TO GENERATORS AND RENDERING OF ALLIED SERVICES FOR MULTAN METROBUS SYSTEM (BZU TO CHOWK KUMHARANWALA)



THE PUNJAB MASSTRANSIT AUTHORITY

Government of the Punjab

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Important:

- This Request for Proposal ('RFP') does not constitute a binding agreement or an offer or invitation by the Punjab Masstransit Authority (PMA), hereafter referred to as Client, 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 i.e. PMA 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. 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 (PPRA) (<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.

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1. Invitation to Bid

1.1 The Punjab Masstransit Authority invites bids for ‘**Fuel Management Services & Supply of Diesel to Generators and Rendering of Allied Services for Multan Metrobus System (BZU to Chowk Kumharanwala)**’. The Tender No. is **PMA/MMBS/OPS/2025-1**.

The **Reserve Price** for this Tender is **PKR 64,963,206/-** and 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.

1.2 **Punjab Procurement Rules 2014**, as amended from time to time, shall be strictly followed. These may be obtained from the website of Punjab Procurement Regulatory Authority (PPRA) www.ppra.punjab.gov.pk. In this document, unless otherwise mentioned to the contrary, "Rule" shall mean a Rule under the Punjab Procurement Rules 2014, amended from time to time.

1.3 As competent authority to accept the tender, Purchaser reserves the right to cancel the tender, accept or reject one or all bids without assigning any reason thereof.

1.4 As per Rule 12, 12(1) and 12(3), this Tender is being placed online at e-PADS, PMA’s and PPRA’s websites. The bidding document carrying all details can be downloaded from following websites.

<https://punjab.eprocure.gov.pk>

<https://www.ppra.punjab.gov.pk>

<https://www.pma.punjab.gov.pk>

1.5 There shall be no tender fee for downloading bidding document or for submission of e-bids under the e-procurement system.

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

1.7 Type of Bidding

As per Rule 38(2)(a) i.e. Single Stage - Two Envelope Procedure with respect to e-procurement system shall be followed as under:

- i) The bids (Technical Proposals and Financial Proposals) complete in all respect shall be submitted online by uploading PDF Files on e-PADS.
- ii) Original Bid Security Instrument, Tender Forms, Affidavits, etc. shall be submitted in addition to the soft copy uploaded on the e-PADS.
- iii) Initially, only the Technical Proposal of e-bids shall be opened on e-PADS.
- iv) The Financial Proposals will remain unopened on the e-PADS until the specified time of their opening.

- v) The Technical Proposals will be evaluated in a manner as per the clauses mentioned in this document; and the Technical Proposal(s) which do not conform to the specified requirements as listed in said document will be rejected.
- vi) The Financial Proposals of technically qualified bidders shall be opened publicly on e-PADS at a time, date and venue announced and communicated to the bidders in advance. The Financial Proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
- vii) The technically qualified bidder with lowest evaluated Financial Bid will be the successful bidder, subject to approval of the Competent Authority.

2. Bidding Details (Instructions to Bidders)

- 2.1 All bids must be accompanied by a Demand Draft / Pay Order/ Bank Guarantee of **PKR 600,000 (PKR Six Hundred Thousand Only)** as bid security in favor of “**Masstransit Authority Non-Fare Revenue (NFR) Fund Account**” issued by a scheduled bank allowed carrying financial transactions in PAKISTAN. *Clause 19 gives details on Tender Security.*
- 2.2 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 **1400 hours on dated December 30, 2025**. The Technical bids will be publicly opened in the Committee Room of the Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore at **1430 hours on dated December 30, 2025**.
- 2.3 The Punjab Masstransit Authority shall hold a clarification meeting at **1400 hours on dated December 16, 2025** the Committee Room, Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN. Bidders in case of any queries for seeking clarifications regarding the specifications of the services may send their queries in writing at the office of Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN, or email to the designated address before dated **December 16, 2025** or raise them during the Clarification Meeting. The minutes of Clarification Meeting will be made public by uploading on PMA official website and shall be deemed as part of the RFP. All queries shall be responded to within due time. No query shall be responded if received after the Clarification Meeting.
- 2.4 The bidders must submit their bids on the basis of complete fulfillment of Requirements. Failure to meet this condition will cause disqualification of the bidders. The bidders 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 24 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 details for all correspondence in relation to this bid is as follows:

Email: waseem.rashid@pma.punjab.gov.pk

Punjab Masstransit Authority

5th Floor, Arfa Software Technology Park (ASTP), Lahore, Pakistan.

- 2.5 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.
- 2.6 All bids must be accompanied by bid security as part of e-bid in favor of "**Masstransit Authority Non-Fare Revenue (NFR) Fund Account**" (As per provisions of Tender Security Clause 19 of this document).
- 2.7 All interested bidders are required to register themselves by visiting the following link established by PPRA and become a register supplier under e-procurement system. <https://punjab.eprocure.gov.pk>
- 2.8 After registering on e-procurement system, the potential bidders are required to familiarize themselves with e-PADS which will be the only portal for submission of e-bids.
- 2.9 All bidders are encouraged to carefully study the e-procurement notification No. MMD(PPRA)50-BOM/2024 dated 6th March, 2024 to successfully submit their e-bids by uploading PDF Files in e-PADS against the subject tender of PMA.
- 2.10 The e-bids (complete in all respects) must be submitted on e-PADS latest by **1400 Hours on 30th December 2025**. Physical Bids received through courier service or delivered by the bidder, shall not be accepted. The bidder must submit original Bid Security Instrument, Tender Forms, Affidavits, etc. in an envelope clearly marked with the Tender Name, Bidder Name, Bidder Address and Bidder Phone Number in the office of the Punjab Masstransit Authority located at 5th floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan, on or before **1400 hours on 30th December 2025**, in addition to the soft copy uploaded on the e-PADS.
- 2.11 e-Bids will not be accepted on the e-PADS, after closing time. However, if any e-bid is submitted on the system after closing time due to some technical glitch in the e-PADS, in that case bid shall be declared late, rejected returned unopened to the Bidder.
- 2.12 The Technical Proposals of e-bids will be opened on the e-PADS in the Committee Room of the Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), at **1430 hours on 30th December 2025**. The Financial Proposals will remain unopened on the e-PADS until the specified time of their opening.
- 2.13 Any aforementioned bid documents (need to be submitted in original hard form) received by the Purchaser after the abovementioned deadline for submission of Bids shall be returned unopened to such Bidder. Delays in the mail, delays of person in transit, or delivery of these bid documents to the wrong office shall not be accepted as an excuse for failure to deliver at the proper place and time. It

shall be the Bidder's responsibility to determine the manner in which timely delivery of these bid documents will be accomplished either in person, by messenger, courier service or by mail.

- 2.14 The Punjab Masstransit Authority shall hold a Clarification meeting at **1400 hours on 16th December 2025**; in the Committee Room, Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN. The bidders in case of any queries for seeking clarifications may send their queries in writing on e-PADS or via e-mail at the above contact detail or at the office of Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Main Ferozpur Road, Lahore, PAKISTAN till the clarification meeting or raise them during the Clarification Meeting. All queries shall be responded to within due time. No query shall be responded if received after the clarification meeting. The minutes of Clarification Meeting shall be considered as part of this RFP.
- 2.15 The Bidder must submit proposal in full conformity of the requirements mentioned vide this document. Failure to meet this condition will cause disqualification of the Bidder and subsequent rejection of the relevant proposal. Alternative bids will not be considered. The attention of Bidder is drawn to the provisions of Clauses 16, 24 & 26 on "Preparation / Submission of Bid", "Determination of Responsiveness of Bid" and "Rejection & Acceptance of Bid" respectively before preparing and submitting the proposal.
- 2.16 The contact detail for all correspondence in relation to this bid is as follows:
Email: waseem.rashid@pma.punjab.gov.pk
Punjab Masstransit Authority (PMA)
5th Floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore, Pakistan.
- 2.17 The Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- 2.18 The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation of bids or delivery of documents required in hard copies (Bid Security, Tender Forms, Affidavits, etc.).

3. Definitions

- 3.1 "MMBS" Multan Metrobus System
- 3.2 "MBS Territory" is a group of stations, corridor, bus turn around and parking spaces at terminal stations, escalators, pedestrian bridges, underpasses, stairways, all access points to and from adjacent roadways. In addition, it includes any ancillary facilities in such areas including but not limited to washrooms, pipe networks, electric motors, water coolers, station lighting, all kind of electrical wiring, corridor lights arrangements, transformers, Distribution Board Panels, Data Cabins, platform sliding doors, ticket booths, surveillance cameras, Ticket Vending Machines (TVM), station furniture, announcement system including speakers, on ground / underground

ducting etc.

- 3.3 “PMA” is a Punjab Masstransit Authority, established by the Government of Punjab.
- 3.4 “Client/Procuring Agency/Purchaser” 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 **Fuel Management Services & Supply of Diesel to Generators and Rendering of Allied Services for Multan Metrobus System (BZU to Chowk Kumharanwala)**, subject to necessary approvals and applicable policies.
- 3.6 "Registered Company" means a company registered with Registrar of Firms or duly registered under Companies Ordinance 1984 with Security and Exchange Commission of Pakistan.
- 3.7 “Confirmation” means confirmation in writing.
- 3.8 “Bidder” means a registered company or joint venture that has submitted its bid as per the criteria/specifications listed prescribed in this document.
- 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 **Clarification Meeting**" means the meeting conducted by the procuring entity on given date and time prior to actual date of bid opening for clarification of the queries from the prospective bidders.
- 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 this RFP.
- 3.14 “RFP” means Request for Proposals, including any amendments that may be made by the procuring entity for the selection of a bidder.
- 3.15 "e-PADS" means e-Punjab Acquisition and Disposal System as approved by the Punjab Procurement Regulatory Authority.
- 3.16 "e-bid/bid/proposal" means electronic bid or proposal (Technical & Financial Proposal).
- 3.17 "e-Submission" means submission of bid or proposal either by uploading PDF file or submission by using dynamic forms.
- 3.18 “SBD” means Standard Bidding Documents.
- 3.19 “SCC” means the Special Conditions of Contract.

- 3.20 **“Services”** means the tasks to be performed by the bidder pursuant to the Contract
- 3.21 **“TEC”** means the Tender Evaluation Committee, constituted for the purpose of evaluating the Proposals received.
- 3.22 **“Terms of Reference”** or **“TOR”** means the document which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring entity and the bidder, and expected results and deliverables of the assignment.
- 3.23 **"Works"** means work to be done by the Service Provider under the Contract.
- 3.24 **“GoPb”** means Government of the Punjab
- 3.25 **“GoP”** means Government of Pakistan
- 3.26 **Fuel or Diesel** shall mean High Speed Diesel (HSD) required for Generators installed in the MMBS and Command & Control Center.
- 3.27 **Deficient Fuel** shall mean that the actual Diesel quantity (in liters) delivered to a site is less than the invoiced quantity.
- 3.28 **Sub-Standard Fuel** shall mean a sample of fuel, collected in the presence of the Service Provider, established as sub-standard in the light of test result of a reliable lab, approved by the Client, due to deviation of more than 5% from the Maximum and Minimum levels prescribed in the Pakistan Standard and Quality Control Authority for Specification of High-Speed Diesel (**ANNEX-M**) except in the case of Sulphur content.
- 3.29 **OGRA** shall mean Oil and Gas Regulatory Authority.
- 3.30 **FMS** fuel management services
- 3.31 **Fuel System** shall mean the auxiliary fuel tanks, digital flow meters, fuel assembly to Genset i.e. pipes, valves, and allied equipment.
- 3.32 **Services** shall mean the tasks to be performed by the Service Provider
- 3.33 **Petroleum Products** shall mean (HSD and Petrol)

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 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

Punjab Masstransit Authority, GoPb, invites/requests Proposals (hereinafter referred to as "the Tenders") **Fuel Management Services & Supply of Diesel to Generators and Rendering of Allied Services for Multan Metrobus System (BZU To Chowk Kumharanwala)** as outlined in this document.

6.1 Overview and Objectives

The Punjab Masstransit Authority invites bids for Fuel management services & supply of Diesel to MMBS Generators and rendering of allied services. The scope of this Tender covers a total of 45 Gensets. There are two Generators installed at each MMBS Station. In total, there are 21 Generators of 100 kVA each and 21 Generators of 200 kVA each with base tank of 190 liters and 340 liters respectively. Auxiliary fuel tanks of 500 liters (approximately) have also been installed at each station which serves both 100 kVA and 200 kVA Generators. One Generator of 125 kVA installed at Pumping station along the corridor with base tank of 327 liter (approximately). Two generators of 250 kVA each with base tank of 390 liters served by one Auxiliary fuel tank of 500 liters (approximately) will be installed for PMA Command & Control Centre, Multan. General specifications of generators are provided as **ANNEXURE - P**.

6.2 Fuel Management Services

The objective of this tender is to procure services for fuel supply and management and transfer certain risks of the Client to the Service Provider, as explained below.

6.2.1 Inventory management:

Monitoring, controlling, and maintaining inventory levels and self-initiating Fuel supplies, as and when required, 365-days a year, including public holidays, to keep the Client fully covered against the risk of station down time resulting from power outages.

6.2.2 Repair & Maintenance of Fuel Assembly:

Carrying out repair & maintenance of the flow meters, fuel pipes, auxiliary tank level gauges, valves, locking arrangement, Auxiliary fuel tanks include but not limited to (levelling, leakage, damage, painting etc.), as required, to keep the Client covered against any loss resulting from leakage/rusting/malfunction/corrosion/accumulation of condensed moisture in fuel tanks etc. or any other fault in handle valves, gauges, pipes, joints, etc.

6.2.3 Theft prevention & risk management:

Implementing and maintaining a theft prevention system to keep the Client fully covered against

loss arising from potential theft incidents of Fuel.

6.2.4 Calibration of digital flow meters and provision of Dip Charts:

Ensuring calibration of tank lorry fuel dispenser and digital flow meters installed on the auxiliary tanks as a countercheck for fuel quantity decanted on a periodic basis and providing Dip Charts and Dip Rods of auxiliary and base tanks at the commencement of the Contract, Calibration shall be performed by a third-party organization and/or approved by the client.

6.2.5 Reporting of Fuel Handling Assembly and Inventory levels/fuel shifted:

Shifting of fuel from Auxiliary tanks to base tanks of generators, as required, and providing daily report of inventory levels, generator hours, fuel consumed, and inventory movement from auxiliary tanks to generator base tanks. The Service Provider shall also provide status/health reports of all fuel handling assembly components on monthly basis as per prescribed format of the Client, moreover maintain on-site as well as off-site record (e.g. log book) of all re-fueling and shifting activity. (Generator readings, quantity delivered at each supply, flow meter and graduated material dip rod readings etc.)

6.2.6 Consumption Monitoring:

Monitoring hourly fuel consumption of Generators and reporting consumption trends to the Client.

6.2.7 Comprehensive Quality Testing:

Arranging comprehensive quality testing of fuel decanted from testing laboratory approved by the Client to verify quality of fuel supplied.

6.2.8 Supply during non-operational hours:

Making supplies of fuel (HSD-high speed diesel) during Metrobus non-operational hours i.e. 11:15 pm to 5:00 am, as and when required according to inventory levels, after performing basic on-site quality testing of fuel.

6.3 Interruption of Supply of diesel to Gensets and rendering of allied services may create emergency situation for following systems of Metrobus;

- i) Uninterrupted Electric Supply to Metrobus stations
- ii) Operation of Fare collection system
- iii) Operation of Escalators & Elevators
- iv) Integrated Operation of PSD
- v) Operation of Pole and Station Lights for security and safety of Commuters
- vi) Supply of water for drinking and Janitorial purpose for Commuters
- vii) Operation of Station Fans
- viii) For continuous operation of Air Conditions in Data Cabins
- ix) Operation of Cameras for safety and security
- x) Smooth station announcement for commuters.

7. Contract Type and Duration

Contract will be for Fuel Management Services & Supply of Diesel to Generators and Rendering of Allied Services for Multan Metrobus System (BZU To Chowk Kumharanwala) for a period of **5 Years extendible for up to 3 years upon mutual consent of the parties involved.**

In case of any extension of contract, new monthly price shall be worked out based on the following formula which shall remain valid till three (3) years of extension.

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

Where: -

- CPI = General Consumer Price Index inflation on YoY basis
expressed as percentage (for e.g 5% = 0.05)
- n = Contractual years from 1 to 5
- CPI_n = CPI value for the nth year
- Adjusted Bid Value_{n-1} = Bid Value adjusted in previous year of nth year if applicable

8. Services Required

Contractual obligations Roles and Responsibilities shall be as under:

8.1 Client Responsibilities

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

8.2 Scope of Work for Service Provider

The Service Provider shall:

- 8.2.1 Provide refueling of diesel generators in non-operational hours i.e. between 11:15 pm to 5:00 am.
- 8.2.2 Arrange refueling of generators in a manner that during the metrobus operation hours, the need to refuel any of the generators does not arise.
- 8.2.3 Implement a system of theft prevention for the fuel present in auxiliary and base tanks and maintain the same, on a 24-hour basis, 7 days per week (including public holidays) in working condition.
- 8.2.4 Abide by all the rules and regulations laid down by the Client.
- 8.2.5 Perform control functions including, but not limited to, the following:
 - a) Ensure that impure/substandard/adulterated fuel is not dispensed, through performing basic quality tests i.e.
 - (i) Graduated Cylinder (1 L) Fuel Test,
 - (ii) Water test,
 - (iii) Flash Point test, at each delivery.
 - b) Ensure accurate recording of fuel quantity supplied/decanted.
 - c) Control and monitor spillage during decanting of Fuel.
 - d) Maintain accurate record (e.g. log-books) of all refueling activity (Generator readings, quantity delivered at each supply, flow meter reading etc.).
- 8.2.6 Employ and engage trained and skilled staff (after signing of the contract) required to complete the duties of this contract to the satisfaction of the Client.
- 8.2.7 Provide the list of Service Provider's personnel, along with their required information, to the Client for issuance of permit to the MMBS Corridor. Provide registration details of vehicles used for delivery of fuel, and otherwise essential for the execution of services, requiring access to MMBS corridor during refueling hours.
- 8.2.8 Always maintain vigilant supervision over its staff.
- 8.2.9 Provide and cater for any kind of transportation needs for supply of fuel and human resource. The vehicles entered in the corridor by the Service Provider must be in good working condition. The Service Provider shall be responsible for the prompt removal of any vehicles broken down inside the MMBS corridor.
- 8.2.10 Be responsible, always, for the conduct of its personnel and take prompt and strict disciplinary action against any conduct not in compliance with the Client's rules, regulations and instructions issued from time to time.
- 8.2.11 Ensure presence of its authorized representative(s) at any MMBS site or Client's office at short but reasonable notice when so required by the Client and respond to the queries of the Client in a timely manner.

- 8.2.12 Be responsible for the medical and accidental insurance of its staff, payment of all dues like Social Security, EObI. The Client shall not accept any responsibility of the designated personnel/ vehicles/ equipment, in the event of death, injury, disability, or illness that may take place while performing/executing services required under the scope of this RFP. Any compensation or expenditure towards the treatment of such injury/disability/damage to equipment or loss of life shall be the sole responsibility of the Service Provider.
- 8.2.13 Ensure that it does not employ or continue to employ any person having a criminal record/conviction or otherwise undesirable persons.
- 8.2.14 Agree to remove from the site, whenever required to do so by the Client, any personnel considered by the Client to be unsatisfactory or undesirable, within the limits of scope of work.
- 8.2.15 Be liable to the penalty for loss suffered by the Client on account of delayed, deficient, or inadequate Services, or any actions adversely affecting the Generators, or supply of substandard fuel, or interruption in the smooth operations of MMBS for reasons directly and solely attributable to the Service Provider.
- 8.2.16 Report immediately to the Client any kind of material incident including but not limited to spillage of fuel, fuel theft, damage to MMBS property and provide photographs of the incident.
- 8.2.17 The tank Lorries must be in good working condition and be equipped with sealed digital calibrated dispensing units and a power supply/source (e.g., generator) to effectively carry out the decanting process including providing power to the flow meters already installed by the Client on the Auxiliary fuel tanks of the generators.
- 8.2.18 The Service Provider shall ensure complete repair and maintenance of all **flowmeters** installed on sites. In case replacement of flowmeter, or any of the components of existing flowmeter, is required the cost will be borne by the Client.
- Specifications of flowmeters are as follows:
- i. Power Supply 12 or 24 V DC
 - ii. Count Scope 1- 9999 Litres
 - iii. Flow Range 05-90 Litres/Min
 - iv. Range of Operation Temperature 0-50 C
 - v. Accuracy + 1%
 - vi. Backlit liquid crystal display (LCD) of digital meter
 - vii. Paint Powder coating
 - viii. Fuel intake socket of flow meter designed such that fuel nozzle of dispensing unit should fit into the socket properly and there should be no leakage during fueling.
 - ix. Counter Reset button
 - x. Water proofing casing
 - xi. Lid/lock to secure the display unit and interface of the flow meter.
 - xii. To avoid from unauthorized access the flow meter should be encapsulated in steel casing with locking arrangement. The arrangement should be such that it can be opened and closed

for inlet of flow meter during fueling. Furthermore, the size of steel casing should be greater than flow meter, so that flow meter can easily be dismantled and installed again if required for maintenance, replacement, repairing or restoration.

- xiii. A system to measure fuel level in auxiliary tank by graduated dip rod.
 - xiv. A backup battery in the meter to ensure safety of filling data if there is any power disconnection/failure during the fuel filling process.
 - xv. The flow meters must be of such quality/specifications that their readings, after calibration, should match those displayed by the dispensing unit attached on the delivery vehicle.
- 8.2.19 To ensure accurate readings of decanted fuel quantity, the Service Provider shall ensure quarterly **calibration of the dispensing units** installed on the delivery vehicles, and the flow meters installed on the fuel tanks, through a recognized agency/firm as approved by the Client. The calibration reports shall be submitted to the Client within one week of the end of each **quarter**. Under no circumstances shall the flow meters be removed/replaced without prior approval of the Client.
- 8.2.20 The Service Provider shall provide complete Operation and Maintenance (O&M) of fuel supply assembly owned by the Client till base tank of Gensets to ensure it is in good working condition. The assembly includes flow meters, auxiliary tanks, fuel delivery pipes from auxiliary tank to base tank, control valves and other allied equipment/parts. Operation and Maintenance (O&M) shall also include repair/restoration of equipment/parts without any effect to the Client's ownership rights.
- 8.2.21 The Service Provider shall ensure complete repair and maintenance of all **auxiliary tanks** installed on sites, include but not limited to (levelling, leakage, damage, painting (A-Grade High Quality Paint approved by client) etc.). The Service Provider shall provide dip charts for Auxiliary and base tanks (within 30 days of the award of contract). The Service Provider shall also provide status/health reports of auxiliary and base tanks on **monthly basis** as per prescribed format of the Client as mentioned earlier. The cost of new storage tank will be borne by the Client if required, moreover the Service Provider shall ensure calibration of all auxiliary tanks installed on sites and provide calibration reports and Dip charts (within 30 days of the award of contract). Also provide the calibration reports of auxiliary tank after each six (06) months thereafter through a recognized agency/firm, as approved by the Client. The Service Provider shall also provide dip chart for base tank.
- 8.2.22 Lab testing of delivered fuel; at a minimum the Service Provider shall arrange lab test report, of a randomly drawn sample of fuel taken in presence of representative(s) from both PMA and the Service provider, twice a month (to be submitted with monthly invoice.). The Services of a company (lab) of repute and approved by PMA shall be utilized for lab tests. The specifications of Pakistan Standards Institute (PSI) for High Speed Diesel shall be treated as benchmark for quality, The Services of a company (laboratory) approved by OGRA must be availed for this purpose. The standards specifications of HSD approved by the government in Pakistan, available

on the website of Attock Refinery Limited (<https://www.arl.com.pk/specifications/>), shall be treated as benchmark for quality (**ANNEXURE-M**).

- 8.2.23 Develop and provide detailed Standard Operating Procedures (SOPs) for the following, to the satisfaction of the Client, and strictly abide by them:
- a. Decanting of fuel.
 - b. Lab testing of delivered fuel.
 - c. Calibration of auxiliary tanks and flow meters.
- 8.2.24 Conduct activities including fueling, shifting from auxiliary tank to base tank, collection of readings (including but not limited to dip rod readings for auxiliary and base tank, engine running hours, percentage fuel level) and **submission of reports** as per schedule (fueling, shifting, daily, monthly) defined by the Client. The reports shall be as per prescribed format of the Client (**attached at ANNEXURE-N**). The number and format of the reports are subject to change as need arises, decided by the Client. The Client reserves the right to request any additional reports deemed necessary during the course of the Contract. The Service Provider shall furnish all such reports as and when required by the Client.
- 8.2.25 Ensure operational readiness to provide services and implement all controls (equipment, hardware, processes, mechanisms etc.) required under this RFP Document by the time of signing of the Contract. Failure to achieve operational readiness will delay/cancel signing of the Contract and result in forfeiture of the Performance Security.
- 8.2.26 The Service Provider shall perform all duties strictly in accordance with applicable safety protocols and at its own risk. Any incident, damage, or loss arising during the execution of work shall be the sole responsibility of the Service Provider. PMA will not be held liable, nor will any compensation be admissible under any circumstances.
- 8.2.27 There shall be no leakage or spillage during the fueling process. Any incident arising from leakage or spillage, whether during or after fueling, shall be the sole responsibility of the Service Provider.
- 8.2.28 Ensure their personnel do not enter the MMBS Corridor without valid entry cards/permit issued by the Client.
- 8.2.29 Deploy minimum HR i.e. 3 helpers, 01 Supervisor and an accountant for execution of Services.

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-L**.

10. Payments

- 10.1 The Client shall make payment for the Services, to the Service Provider, in Pak Rupees through crossed cheque. In case of JV, the cross cheque shall be in the name of JV member nominated by lead member.
- 10.2 The procedure for payments of Diesel Supplies to the Service Provider shall be as under:
- 10.2.1 **The price of Diesel shall be paid on the regulated/retail Diesel price notified by OGRA of relevant pumping station.**
 - 10.2.2 Payment of invoice shall be made **within 7 working days** of receipt of the invoice, duly verified by the Operations Wing of the Client. However, the invoice would be processed only if it is accompanied by reports and documents required as per contract and client requirements.
 - 10.2.3 All payments shall be subject to applicable tax laws, rules and regulations.
- 10.3 The procedure for payment of Service fee for Fuel Supply Services shall be as under:
- 10.3.1 The Service Provider shall submit an Invoice (along with all the documents required by the client) to the Client after completion of a month. The invoice shall state the amount claimed and set forth in detail particulars of Services rendered during the month.
 - 10.3.2 The Client shall issue a Certificate of Payment to the Service Provider, verifying the amount due, within **10 working days** of receipt of this Invoice. The Client may withhold a Certificate of Payment on account of defect(s)/short coming(s) in the services provided. The Client may also make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate.
 - 10.3.3 The Client shall pay the amount verified in the Certificate of Payment within twenty-one (21) working days of receipt of Service Provider's acceptance on the issued Certificate of Payment. Payment shall not be made in advance.
- 10.4 Payments shall be made against satisfactory delivery of services as per terms and conditions of the contract.

11. Bidder's Eligibility

- 11.1 Must have legal status to do business in Pakistan (Applicable to all members in case of JV).
- 11.2 Primarily engaged in petroleum business as authorized agent/dealer/bulk supplier/reseller/retailer/Filling Station of an Oil Marketing Company (OMC), with at least **three (3) years** of experience. (Applicable to any member in case of JV).
- 11.3 Income Tax Registration and Filer/Active status. (Applicable to all members in case of JV).
- 11.4 Sales Tax Registration under Sales Tax Act 1990. (Mandatory for Lead Partner and for all those JV partners who are engaged in petroleum business).

11.5 Not blacklisted by any State/Central/Provincial Government/Government Agency, Authority or Autonomous Body. (Applicable to all members in case 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

JVs shall be handled according to the following standard criteria followed in other procurements. Joint ventures are eligible for this tender, as long as the joint venture complies with the following conditions:

- 13.1 The Bidders may form a joint venture of maximum **four** members. All members must have legal status to work in Pakistan. 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.
- 13.2 One partner will be designated the **lead partner** and would enter into legal contract with Client and would be liable to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners. A **power of attorney** to that effect, legally executed, signed by all the partners shall be submitted with the Tender.
- 13.3 There must be at least one Partner of good repute, with **relevant experience** and proven track record, in the joint venture that must be the **lead partner**.
- 13.4 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.
- 13.5 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.
- 13.6 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 publically.

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.

- a. 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.
- b. 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.
- c. The Technical Proposal shall contain the following documents **properly tagged serial wise, without quoting the price:**

Documents Required For Substantial Responsiveness: -

- i. Must have legal status to do business in Pakistan, (Legal registration documents). (Applicable to all members in case of JV)
- ii. Primarily engaged in petroleum business as authorized agent/dealer/bulk supplier/reseller/retailer/Filling Station of an Oil Marketing Company (OMC), with at least **three years of experience**, confirmed by letter from Oil Marketing Company (OMC) confirming relationship **or** storage license of petrol pump **or** first and last monthly sales tax return **or** any other valid evidence acceptable to the Client. (Applicable to any member in case of JV)
- iii. Income Tax Registration and Filer/Active status, Valid NTN Registration certificate (Applicable to all members in case of JV)
- iv. Sales Tax Registration Certificate FBR under Sales Tax Act 1990. (Mandatory for Lead Partner and for all those JV members who are engaged in petroleum business)
- v. Not blacklisted by any State/Central/Provincial Government/Government Agency, Authority or Autonomous Body. As per undertaking attached at **ANNEXURE-G**. (Applicable to all members in case of JV)

Documents Required for Technical Evaluation and other requirements

- vi. The Tender shall be submitted along with the prescribed Forms, Annexes, Documents, etc. which shall be typed, completely filled-in, stamped, and signed by the Bidder or his authorized representative. In case of copies, photocopies may be submitted.
- vii. The bidder shall ensure that Technical Proposal contains all documents listed as per Clauses 16.1 (i to v) as explained above and any other documents listed below. The consolidated list is also mentioned in **ANNEXURE-A** (*to be filled as applicable*). Bidders must ensure that all required documents are present in the bid with proper tagging bearing serial number of the documents as mentioned in **ANNEXURE-A**.
- viii. Covering letter duly signed and stamped by authorized representative (**ANNEXURE-B**).
- ix. Technical Proposal Submission Form (**ANNEXURE-C**).
- x. **Copy of Tender Security** (as prescribed in the tender document) **as part of the Technical Bid. Original Tender security** to be furnished as part of the **financial bid** (sealed in a separate envelope).
- xi. Technical Evaluation Form (**ANNEXURE-D**)
- xii. **Details of Sale quantity** of Petroleum Products during last 24 months (Diesel, Petrol or both) given at Serial No.1 of the Technical Evaluation Criteria given at Clause No.18 including company name, address, focal person, Contact No etc.
Note: Annex-C of Monthly Sales Tax Returns for last 24 months (those JV partners who are engaged with petroleum business) as claimed against Serial No.1 of the Technical Evaluation Form (**ANNEXURE-D**).
Note: Bidder is permitted to cross out information in Annex-C which is not relevant to the Technical Evaluation Criteria contained in Clause 18.
- xiii. Detail mentioned at Sr No. 02 of Technical Evaluation Criteria, **Copy of Storage License**
(Applicable to any one JV Partner)
Note: Storage license shall be deemed to be valid till expiry or till such date as the relevant authority may renew the license or till intimation communicated to the applicant that the renewal of the license has been refused.
- xiv. Profile of Management and staff of the Bidder whose experience and qualifications have been claimed at Sr. No. 03 of the Technical Evaluation Criteria.
Note: Profiles/CVs of all key human resources of all JV partners shall be combined for awarding points.
- xv. Combined average annual turnover (of those JV partners who are engaged in petroleum business) greater than or equal to **PKR 15 Million** in last 3 years from petroleum business given at Sr. No. 04 of Technical Evaluation Criteria.
Note: Audited Financial Statements of last three (03) years.

xvi. Net worth of Petroleum Business in Last year in Millions (Total Assets - Total Liabilities) (*combine for JV partners engaged with petroleum business*) given at Sr. No. 05 of Technical Evaluation Criteria.

Note: Audited Financial Statement of last year.

xvii. Primarily engaged in petroleum business as an authorized agent/dealer/bulk supplier/reseller/retailer/Filling Station of an Oil Marketing Company (OMC) with at least **three years of experience**, confirming relationship or storage license of petrol pump or first and last monthly sales tax return or any other valid evidence acceptable to the Client as given at Sr. No.06 of Technical Evaluation Criteria. (Applicable to any member in case of JV)

xviii. Work Methodology specifically covering following areas:

- a. Proposal for theft prevention system
- b. Proposal for procedures for conducting re-fueling of Generators and obtaining sample of fuel.
- c. Repair, maintenance, and replacement of flow meters installed at Auxiliary fuel tanks in MMBS.
- d. On-site basic fuel quality testing required at Clause No. 8.2.5 of this RFP document.
- e. Quality Management of fuel inventory already present in the fuel tanks (Auxiliary as well as Genset base tank).

xix. Working with any provincial /federal government agency/department/body etc. Any valid documentary evidence

xx. Financial Capacity of the Bidder (**ANNEXURE-E**)

xxi. Power of Attorney (**ANNEXURE-F**)

xxii. Undertaking (**ANNEXURE-G**)

xxiii. Affidavit (**ANNEXURE-H**)

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

- i. Financial Proposal Submission Form (**ANNEXURE-I**)
- ii. Financial Proposal (**ANNEXURE-J**)

17.Tender Price

17.1 The quoted Annual Fee shall be:

17.1.1 Best / final / fixed and valid until completion of all obligations under the Contract

17.1.2 In Pak Rupees (PKR);

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

18. Technical Evaluation Criteria

Bidders qualifying the eligibility criteria mentioned at Clause No. 11 of this RFP shall be evaluated by the Technical Evaluation Committee (TEC) based on the documentary evidence provided by the Bidder as well as responses to any clarifications sought by the Committee:

Qualifying Criteria: The bidder must secure at least 60% overall marks. Furthermore, the score for each criterion from Sr. No. 01 to 06 must be greater than zero (0).					
TECHNICAL EVALUATION CRITERIA					
Sr. No	Criteria	Point System		Max Points	Documents Required
1	Sale quantity of Petroleum Products during last 24 months (Diesel, Petrol or both)	Qty (Liters)	Points	25	As required under Clause 16.1 (c) (xii)
		Less than 40,000	0		
		40,000 to 65,000	10		
		>65,000 to 110,000	20		
		>110,000	25		
2	Storage Capacity of Diesel	Less than 9,000 Ltrs	0	15	As required under Clause 16.1 (c) (xiii)
		9,000 to 18,000 Ltrs.	10		
		Above 18,000 Ltrs.	15		
3	Human Resource capabilities & competence	Sum of score in (a) and (b) below: a) <u>Qualifications:</u> 2 points per MBA/MSc/Graduate employed in the Management team and staff of the Company; up to max of 4 points. b) <u>Other Employees:</u> 2 points per person employed in the Field Operations team having experience in petroleum industry (including supply chain, sales operations, services etc.) up to a maximum of 6 points.		10	As required under Clause 16.1 (c) (xiv)
4	Average annual turnover from petroleum business during last three years.	(Millions)	Points	20	As required under Clause 16.1 (c) (xv)
		Less than 15 M	0		
		15 M to 20 M	10		
		>20 M to 30 M	15		
		Above 30 M	20		
5	Net Worth of Petroleum Business in Last year in Millions (Total Assets - Total Liabilities)	(Millions)	Points	10	As required under Clause 16.1 (c) (xvi)
		Less than 05 M	0		
		05 M to 07 M	05		
		>07 M to 09 M	08		
		above 09 M	10		

6	No. of years of experience in petroleum business as an authorized agent/dealer/bulk supplier/reseller/retailer of an Oil Marketing Company (OMC).	Experience (Years) Points		15	As required under Clause 16.1 (c) (xvii)
		Less than 3 years	0		
		3 to 4 years	05		
		>4 to 6 years	10		
		Above 6 years	15		
7	Working with any provincial /federal government agency/department/body etc.	5 points per relationship		5	As required under Clause 16.1 (c) (xix)
Total Points (Passing Marks = 60)				100	

19. Tender Security

- 19.1 The Bidder shall furnish the Bid Security as under:
- 19.2 The Bidder shall furnish the Bid Security failing which will cause rejection of bid; the original Bid security should be submitted in an envelope clearly marked with the Tender Name, Bidder Name, Bidder Address and Bidder Phone Number in the office of the Punjab Masstransit Authority located at 5th floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore, Pakistan on or before the bid closing date and time, in addition to the soft copy uploaded on the e-PADS as part of technical bid;
- 19.2.1 In the form of Demand Draft / Pay Order issued by a scheduled bank operating in Pakistan, in the name of the Purchaser;
- 19.2.2 A sum of **PKR Six Hundred Thousand Rupees only (PKR 600,000)**;
- 19.2.3 Have a minimum validity period of **180 days** from the last date for submission of the Bid or until furnishing of the Performance Security, whichever is earlier.
- 19.3 The proceeds of the Bid Security shall be payable to the Purchaser, on the occurrence of any/all of the following conditions:
- 19.3.1 If the Bidder withdraws the Bid during the period of the Bid validity specified by the Bidder on the Bid Form; or
- 19.3.2 If the Bidder does not accept the corrections of his Total Bid Price; or
- 19.3.3 If the Bidder, having been notified of the acceptance of the Bid by the Purchaser during the period of the Bid validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
- 19.3.4 If the Bidder fails to provide the performance security in stipulated timeframe or format.
- 19.4 The Tender security shall be returned to the technically unsuccessful Bidder with unopened/sealed financial bid, as well as to the unsuccessful bidders following the financial bid opening procedure. The Tender Security shall also be returned to the successful Bidder on

furnishing the Performance Security.

20.Tender Validity

The Tender shall have a validity period of **One Hundred and Eighty days (180) days** from the last date for submission of the Tender. The extension of Tender validity period will be pursuant to PPRA Rule 28.

21.Modification / Withdrawal of the Tender

- 21.1 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.
- 21.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

22.Opening of the Tender

- 22.1 Tenders shall be opened on e-PADS, at the given place, time and date, in the presence of the Bidder(s),if available, for which they shall ensure their presence without further invitation.
- 22.2 The Bidder's name, modifications, withdrawal, security, attendance of the Bidder and such other details as the Client may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 22.3 No Bidder or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

23.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.

24.Determination of Responsiveness of the Bid (Tender)

- 24.1 The Client shall determine the substantial responsiveness of the Bidder to the TenderDocument, 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:

- 24.1.1 meets the eligibility criteria for the Bidder for the Services;
- 24.1.2 is accompanied by the required **copy of the Tender Security as part of Technical Bid;**

- 24.1.3 is otherwise complete and generally in order;
- 24.1.4 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 24.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Client's rights or the Bidder's obligations under the Contract.
- 24.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation.

25. Correction of errors / Amendment of Tender

The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

- 25.1 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.
- 25.2 The Bidder shall state the Tender Price for the payment terms outlined in the Conditions of Contract which will be considered for the evaluation of the Tender.

26. Rejection / Acceptance of the Tender

- 26.1 The Client shall have the right, at 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.
- 26.2 The Tender shall be rejected if:
- 26.2.1 it is substantially non-responsive; or
 - 26.2.2 it is submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
 - 26.2.3 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
 - 26.2.4 it is subjected to interlineations / cuttings / corrections / erasures / overwriting; or
 - 26.2.5 the Bidder submits more than one Tenders; or
 - 26.2.6 the Bidder fails to meet the minimum passing score of 60% in the Technical Evaluation Criteria; or
 - 26.2.7 the Bidder refuses to accept the corrected Total Tender Price; or
 - 26.2.8 the Bidder has conflict of interest with the Client; or
 - 26.2.9 the Bidder tries to influence the Tender evaluation / Contract award; or

26.2.10 The Bidder engages in corrupt or fraudulent practices in competing for the Contractaward.

26.2.11 There is any discrepancy between bidding documents and bidder's proposal i.e. anynon-conformity or inconsistency or informality or irregularity in the submitted bid.

26.2.12 The Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.

26.2.13 The bidder fails to submit the required bid security.

27. Acceptance Letter (Letter of Intent)

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

28. Performance Security

28.1 The successful Bidder shall furnish Performance Security as under (refer to **ANNEXURE-K**):

28.1.1 Within **ten (10) working days** of the receipt of the Acceptance Letter from the Client.

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

28.1.3 Denominated in Pak Rupees.

28.1.4 Have a minimum validity period of one year from the date of award notification or until the date of expiry of yearly support period.

28.1.5 The successful Bidder shall submit a Bank Guarantee of 10% of the quoted Annual Service Fee with an undertaking to renew the Bank Guarantee before the end of each year on yearly basis, one month prior to expiry of the submitted bank guarantee.

28.2 The proceeds of the Performance Security shall be payable to the Client on occurrence of any of the following conditions:

28.2.1 If the Service Provider commits a default under the Contract

28.2.2 As adjustment against any amount imposed as a fine by the Client for irregularities committed by the Service Provider

28.2.3 As adjustment against any outstanding payment decided by the Client

28.2.4 If the Service Provider fails to submit the bank guarantee for the next year one month before the expiry of already submitted bank guarantee

28.2.5 If the Service Provider fails to fulfil any of the obligations under the Contract

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

28.2.7 If the Service Provider terminates the contract for convenience

28.2.8 If the Service Provider fails to achieve Operational readiness to provide services and implement all controls (equipment, hardware, processes, mechanisms etc.) required under this RFP by the time of signing of the contract.

28.2.9 As adjustment against any of the penalties requiring forfeiture of Performance Security as specified in **ANNEXURE-L**.

28.3 The Service Provider shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Bidder within thirty working days after the expiry of its validity on written request from the Service Provider.

29. Redressing of Grievances by the Client

29.1 The Client shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

29.2 Any bidder feeling aggrieved by any act of the Client after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report.

29.3 The committee shall investigate and decide upon the complaint within 10 days of the receipt of the complaint.

29.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

29.5 Any bidder not satisfied with the decision of the committee of the Client may follow the process mentioned vide Statutes and Regulations.

TERMS & CONDITIONS

CONTRACT

**FOR THE FUEL MANAGEMENT SERVICES &
SUPPLY OF DIESEL TO GENERATORS AND
RENDERING OF ALLIED SERVICES FOR MULTAN
METROBUS SYSTEM (BZU TO CHOWK
KUMHARANWALA)**

between

PUNJAB MASSTRANSIT AUTHORITY



And

SUCCESSFUL BIDDER

Dated:

1. AGREEMENT

FUEL MANAGEMENT SERVICES & SUPPLY OF DIESEL TO GENERATORS AND RENDERING OF ALLIED SERVICES FOR MULTAN METROBUS SYSTEM (BZU TO CHOWK KUMHARANWALA) This CONTRACT/ AGREEMENT is made on this _____ day of __, 20__ (hereafter referred to as “Agreement”)

BY AND BETWEEN

Punjab Masstransit Authority (hereinafter referred to as “**PMA**”), Government of the Punjab (hereinafter referred to as “**The Client**”) which term 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

AND

[**Full legal name of Service Provider /Successful Bidder**] having its registered office at [**Address of Service Provider/Successful Bidder**] on the other part (hereinafter called **the “Service Provider”**) which expression shall include its successors-in-interest, legal representatives, executors, administrators, transferees, attorneys and permitted assigns

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 Security and Safety 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:
- 4.2 The Tender Document/RFP
- 4.3 Bidder's Proposal
- 4.4 Acceptance Letter (Letter of Intent)
- 4.5 Terms and Conditions of the Contract
- 4.6 Special Stipulations
- 4.7 The Technical Specifications
- 4.8 Tender Form
- 4.9 Price Schedule
- 4.10 Affidavit(s)
- 4.11 Authorized Dealership / Agency Certificate

4.12 Performance Security

4.13 Service Level Agreement (SLA)

4.14 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-L 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 (to be finalized after award of work) 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 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. The Service Provider shall arrange and pay for the insurance of the

vehicle, equipment or any such item to the place of destination and time, as required by the Client.

13.TAKING-OVER CERTIFICATE

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

14.CONTRACT PRICE

The Contract price is explained in section 17 of RFP

15.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.

16.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.

17.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. The Client can give extension up to 30 days only. The time beyond this shall be considered as delay.

18.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.

19.TERMINATION FOR DEFAULT

19.1 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.

19.2 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.

20.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.

21.TERMINATION FOR CONVENIENCE

The Client may, at any time, by written notice of 60 days served on the Service Provider, terminate the Contract, in whole or in part.

22.FORCE MAJEURE

22.1 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.

22.2 Force Majeure Events shall not include the following:

22.2.1 Late delivery or interruption in the delivery of Goods

22.2.2 Delay in the performance of the Purchase Order by the Bidder or its subcontractor

22.2.3 Breakdown in machinery or equipment

22.3 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.

22.4 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.

23.DISPUTE RESOLUTION

23.1 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.

23.2 If, after thirty working days, from the commencement of such informal negotiations, the Client and the Service Provider have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by 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.

24. 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.

25. TAXES AND DUTIES

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

26. 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.

27. AUTHORIZED REPRESENTATIVE

27.1 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.

- 27.2 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
- 27.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 27.4 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.
- 27.5 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.
- 27.6 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

28. 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.

29. EXTENSION IN TIME FOR PERFORMANCE OF OBLIGATIONS UNDER THE CONTRACT

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

30. PENALTY MECHANISM / SERVICE LEVEL AGREEMENT

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

ANNEXURES

ANNEXURE-A: RESPONSIVE CHECKLIST FOR BIDDER

Note: bidders are required to place tags on documents containing Serial 1 to 20

Sr. No.	List of Documents	Yes (✓) / No (x) /Not Applicable (N/A)
1	Covering letter duly signed and stamped by authorized representative (ANNEXURE-B)	
2	Technical Proposal Submission Form (ANNEXURE-C)	
3	Registration Certificate of Company or Form C if AOP or NTN certificate if Sole Proprietor	
4	Proof of experience engaged in petroleum business as authorized agent/dealer/bulk supplier/reseller/retailer/Filling Station of an Oil Marketing Company (OMC), with at least three years of experience, confirmed by letter from Oil Marketing Company (OMC), confirming relationship or storage license of petrol pump or first and last monthly sales tax return or any other valid evidence acceptable to the Client. (Applicable to any member in case of JV).	
5	Original Tender Security of PKR 600,000/- as prescribed in the Tender Document (sealed in a separate envelope)	
6	Registration Certificate for Income Tax (mandatory for all JV partners) and proof of active status	
7	Registration Certificate for Sales tax along with proof of filer/active status – <i>in case of JV mandatory for Lead Partner and for all those JV partners whose supply of petroleum products considered against Serial No.1 of the Technical Evaluation Form (ANNEXURE-D)</i>	
8	Company profile containing details of business operations - <i>mandatory for all JV partners.</i>	
9	For Average Annual turnover-Audited Financial Statements of last three (03) years– <i>combine for those JV partners who are engaged in petroleum business</i>	
10	Net worth-Audited Financial Statements of last year – <i>combine for JV partners engaged with petroleum business whose details have been incorporated in ANNEXURE-E, if any.</i>	
11	Copy of storage license issued by the Explosives Department confirming at least 9,000 litres storage capacity of Petroleum Products- <i>to be provided by any one of the JV partners.</i>	
12	ANNEX-C of Monthly Sales Tax Returns for last 24 months, in case of JV for partners who are engaged with petroleum business as claimed against Serial No.1 of the Technical Evaluation Form (ANNEXURE-D).	
13	Technical Evaluation Form (ANNEXURE-D)	
14	Profile/CVs of Management and Staff of the Bidder detailing their qualifications and experience - <i>Applicable to those JV partners whose Human Resource capabilities & competences have been claimed against Sr. 3 of ANNEXURE-D.</i>	
15	Valid documentary evidence establishing work relationship with any Federal or Provincial department /agency/body etc. – <i>applicable to any one JV partner.</i>	
16	Work Methodology required under Clause No. 16.1 xviii – <i>to be submitted by Lead Partner only on behalf of the JV.</i>	
17	Financial Capacity of the Bidder (ANNEXURE-E) – <i>may be combine for JV partners engaged with petroleum business</i>	

18	Power of Attorney and (ANNEXURE-F)– <i>to be provided by all JV partners</i>	
19	Undertaking (All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted (ANNEXURE-G))	
20	Affidavit (ANNEXURE-H)	
21	Agreement deed or MOU in case of JV	

ANNEXURE-B: FORMAT FOR COVERING LETTER

To,

(Name and address of Client)

Sub: _____.

Dear Sir,

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

Authorized Signatures with Official Seal, Name & Address

ANNEXURE–C: TECHNICAL PROPOSAL SUBMISSION FORM

Technical Proposal Submission Form

[Location, Date]

To

(Name and address of the Client)

Dear Sir,

We, the undersigned, offer to provide the _(insert title of assignment)_____

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

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

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

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

We remain,

Yours sincerely,

[Authorized Signature]
(In full and initials)
Name and Designation of Signatory
Name of Firm
Address

ANNEXURE-D: TECHNICAL EVALUATION

Please refer detailed Technical Evaluation Criteria given at Clause 18 of this RFP. References and supporting documentation required as evidence for each as per Clauses 16 of this RFP.

Qualifying Criteria: The bidder must secure at least 60% overall marks. Furthermore, the score for each criterion from Sr. No. 01 to 06 must be greater than ZERO (0).

Sr.	Criteria	Enter Value / Input
1	Sale quantity of Petroleum Products during last 24 months (Diesel, Petrol or both)	
2	Storage Capacity of Diesel	
3	Human Resource capabilities & competence	
4	Average annual turnover from petroleum business during last three years.	
5	Net Worth of Petroleum Business in Last year in Millions (Total Assets - Total Liabilities).	
6	No. of years of experience in petroleum business as an authorized agent/dealer/bulk supplier/reseller/retailer of an Oil Marketing Company (OMC).	
7	Working with any provincial /federal government agency/department/body etc.	

ANNEXURE–E: FINANCIAL CAPACITY OF THE BIDDER

The following form requiring financial data shall be filled out by the Bidder; in case of a Joint Venture, information of Lead Partner is mandatory whereas information of other JV partners can also be provided to demonstrate financial capacity along with a summary. The Client reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Services may be disqualified.

Instructions:

1. Please provide the required information for the previous three years (most recent to oldest). Also attach audited financial statements of your firm for the relevant years.

Financial Information	Last 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)	
Profits before Taxes (PBT)	
Net Worth (1) – (3)	
Current Ratio (2) / (4)	

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

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

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

Authorized Signatures with Official Seal

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

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

ANNEXURE–F: FORMAT OF POWER OF ATTORNEY

POWER OF ATTORNEY

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

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

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

Dated this ____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

ANNEXURE-G: UNDERTAKING

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents. We also confirm that any State/Central/Provincial Government/Government Agency, Authority or Autonomous Body has not declared us **ineligible or blacklisted** on charges of engaging in corrupt, fraudulent, collusive, non-compliance or coercive practices.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

ANNEXURE-H: AFFIDAVIT

AFFIDAVIT

Integrity Pact

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

Signature & Stamp

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

ANNEXURE-I: FINANCIAL PROPOSAL SUBMISSION FORM

(PART OF FINANCIAL BID ENVELOPE)

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To
(Name and address of Procurer) _

Dear Sir,

We, the undersigned, offer to render services in accordance with the scope defined in the tender document for (Insert name of the tender document)
dated (insert date.....) and our Technical Proposal. Our Financial Proposal for an Annual Service Fee of PKR (insert amount in words and figures.....
.....) is attached.

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

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

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

Signed:
In the capacity of:
Duly authorized to sign the proposal on behalf of the Applicant.

Date:

ANNEXURE-J: FINANCIAL PROPOSAL

(PART OF FINANCIAL BID ENVELOPE ON e-PADS)

Sr. No.	Item	Monthly Fee (Pakistani Rupees)
1	Monthly Service Charges for “Fuel Management Services & Supply of Diesel to Generators and Rendering of Allied Services for Multan Metrobus System (BZU to Chowk Kumharanwala)” as per the scope of work/services defined in the tender document.	X

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

Important note:

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

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

Name of the Bidder _____

Signature _____

Address _____

ANNEXURE-K: PERFORMANCE SECURITY

PERFORMANCE SECURITY

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgement Date:

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

_____) (in words _____)

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

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

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

1. If the Service Provider commits a default under the Contract
2. As adjustment against any amount imposed as a fine by the Client for irregularities committed by the Service Provider
3. As adjustment against any outstanding payment decided by the Client
4. If the Service Provider fails to submit the bank guarantee for the next year one month before the expiry of already submitted bank guarantee
5. If the Service Provider fails to fulfil any of the obligations under the Contract
6. If the Service Provider violates any of the terms and conditions of the Contract.
7. If the Service Provider terminates this contract for convenience.

8. If the Service Provider fails to achieve Operational readiness to provide services and implement all controls (equipment, hardware, processes, mechanisms etc.) required under this RFP by the time of signing of the contract.
9. As adjustment against any of the penalties requiring forfeiture of Performance Security as specified in **ANNEXURE-L**

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

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

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

Date this _____ day of 20_____.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

ANNEXURE–L: PENALTY MECHANISM / SERVICE LEVEL AGREEMENT

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

Sr. No.	Description of Infraction	Penalty for Non-performance
1	Disruption in Operation of MMBS Service due to failure of Service Provider to timely refuel the generators (within the allocated time slot) or insufficient quantities.	<p>P = Average No. of boarding Passenger at affected station(s) per hour</p> <p>D = Downtime due to Service Provider's non-performance in hours</p> <p>F = Fare (Rs.) as applicable at the time of invoiced month.</p> <p>$K = P \times D \times F$</p> <p>A penalty of an amount up to 'K' above may be levied subject to maximum amount of performance security.</p>
2	Failure to maintain the theft prevention/ security system of fuel present in auxiliary tanks, on 24-hour basis, 7 days per week (including public holidays).	The Service Provider shall be liable to bear the actual cost of established stolen quantity estimated by the Client. However, it is clarified here that the extent of liability of the Service Provider shall be limited to incidents of theft up to a maximum of 30 days preceding the date of identification of incident.
3	Any Non-conforming act or Failure to abide by any rules and regulations (including instructions/ contract) laid down by the Client or not covered above.	<p>A x 5000 in PKR per incident</p> <p>Where A = 1 to 10</p> <p>will depend upon the sensitivity of the incident as decided by the Client</p>
4	Failure to perform basic quality testing (Graduated Cylinder Fuel Test, water test and flash point test) at each delivery, as may be reported by the Client's representative/inspector.	<p>10% of Cost of Diesel Delivery (for that particular day) upon 1st occurrence</p> <p>25% of Cost of Diesel Delivery (for that particular day) upon 2nd occurrence</p> <p>50% of Cost of Diesel Delivery (for that particular day) upon 3rd occurrence</p> <p>75% of Cost of Diesel Delivery (for that particular day) upon 4th occurrence</p> <p><i>The Client may terminate the contract and forfeit performance security upon 4th occurrence</i></p>

5	Failure to ensure accurate recording of fuel quantity supplied/decanted as may be reported by the Client's representative / inspector.	10% of Cost of Diesel Delivery (for that particular day) upon 1 st occurrence 25% of Cost of Diesel Delivery (for that particular day) upon 2 nd occurrence 50% of Cost of Diesel Delivery (for that particular day) upon 3 rd occurrence 75% of Cost of Diesel Delivery (for that particular day) upon 4 th occurrence <i>The Client may terminate the contract and forfeit performance security upon 4th occurrence</i>
6	Failure to contain spillage during fuelling activity within acceptable fuel spillage levels, as may be ascertained/reported by the Client's representative/inspector along with a photographic evidence	Cost of estimated spillage above acceptable fuel spillage level as determined by the Client. + PKR 10,000/-
7	Failure to maintain adequate and up-to-date log book of all re-fuelling activity (Generator readings, quantity delivered at each supply, flow meter reading, dip rod readings etc.) OR Failure to submit reports as per prescribed schedule and format	5000 + (B x 1000) per instance in PKR where B is each additional day after the schedule prescribed by the Client
8	Failure to ensure provision of human resources required to complete the duties of this contract.	Amount equivalent to 10% of Performance Security upon issuance of 1 st written notice. Amount equivalent to 30% of Performance Security upon issuance of 2 nd written notice. Forfeiture of performance security and termination of the contract upon non-compliance to 2 nd notice within specified time
9	Failure to ensure presence of its authorized representative(s) at any MMBS site or Client's office at short but reasonable notice when so required by the Client or respond to queries of the Client in a timely manner.	PKR. 20,000 per occurrence
10	Any Loss or damage caused to movable or immovable property of the Client or any other MMBS Service Provider directly and solely attributable to the Service Provider.	Replacement / repair (to its original form) cost of damage caused as assessed by the Client.
11	Failure to remove broken-down delivery or staff vehicle from the MMBS corridor before commencement of Operations	Actual cost of removing broken down vehicle from the MMBS corridor as incurred by the Client + PKR. 20,000
12	Failure to arrange backup delivery vehicle within one hour in case of breakdown OR delay in fuelling from the prescribed schedule due to poor condition /arrangements of delivery vehicle	PKR 10,000 per incident

13	Failure to comply with O&M requirements as laid in scope of the contract within the following duration: - a) 07 Days of the identification of fault in cases involving supply of new Flow Meter or repair of existing Flow Meter b) 24 hours of the identification of fault in cases excluding (a)	10,000 + (Cx2000) for each incident in PKR where C = each additional hour after 24 hours of identification of fault (Max Limit Rs 50,000/- Per Month for each incident)
14	Failure to calibrate the dispensing units (installed on delivery vehicles), flow-meters (installed on fuel tanks) or provide calibration reports as per scope of contract	10,000 + (Dx2000) for each incident in PKR Where D = Each additional day after the schedule prescribed by the Client. (Max Limit Rs 30,000/- Per Month)
15	Ensure its personnel do not enter into the MMBS territory without valid entry Cards/permit issued by the Client.	The offender shall be liable to pay the prescribed fine under Rule 7 of the Punjab Masstransit Authority Rules, 2013, failing which he/she will be prosecuted under the provisions of the Punjab Masstransit Authority Act, 2012.
16	Voidance of Warranty due to supply and use of sub-standard fuel as described in the scope of contract	Up to 10% of the replacement Cost of Generator
17	Failure to arrange lab test as per scope of contract.	10,000 + (E x 2000) in PKR Where E = Each additional day after submission date prescribed by the Client (Max limit Rs 50,000 Per Month)

ANNEXURE-M: SPECIFICATIONS OF HIGH SPEED DIESEL

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

ANNEXURE-N: REPORTS

Daily Generator Reading/Fuel Level - Date:																							
Station ID	Station Name	Genset ID	Genset Rating	Meter Reading (Hours)	Operating Hours	Time of Reading	Fuel Level (Base) %	Aux Tank Level (cm)	Liters	Base Tank (cm)	Liters	Genset ID	Genset Rating	Meter Reading (Hours)	Operating Hours	Time of Reading	Fuel Level (Base) %	Aux Tank Level (cm)	Liters	Base Tank (cm)	Liters	Remarks/Reason	
P1SDR	Saddar		250KVA										230 KVA										
P1MRC	Marrir		250 KVA										230 KVA										
P1LQB	Usaqat Bagh		250 KVA										230 KVA										
P1CMC	Committee Chowk		250 KVA										230 KVA										
P1WAK	Waris Khan		250 KVA										230KVA										
P1CHC	Chandni Chowk		350 KVA										350 KVA										
P1RHA	Rehmanabad		250 KVA										230 KVA										
P1SRD	6th Road		250 KVA										230 KVA										
P1SHA	Shamsabad		250 KVA										230 KVA										
P1FBD	Fairabad		350 KVA										350 KVA										
P1IIP	IIP		250 KVA										230 KVA										
P1POT	Potchar		250 KVA										230 KVA										
P1KHJ	Rhyban-E-Johar		250 KVA										230 KVA										
P1FAF	Faiz Ahmed Faiz		250 KVA										230 KVA										
P1KSH	Kashmir Highway		400 KVA										400 KVA										
P1CHM	Chamman		250 KVA										230 KVA										
P1IES	Ibn-E-Sina		250 KVA										230 KVA										
P1KCH	Katchery		250 KVA										230 KVA										
P1CEN	P.I.M.S		250 KVA										230 KVA										
P1STE	Stock Exchange		250 KVA										230 KVA										
P1SAV	7th Avenue		350 KVA										350 KVA										
P1SHM	Shaheed-E-Millat		250 KVA										230 KVA										
P1PRG	Parade Ground		250 KVA										230 KVA										
P1PKS	Pak Secretariat		250 KVA										230 KVA										

MMBS Stations will be mentioned

FUELING REPORT

Date	5-Apr-15
Total Fuel Filled	0.00

Generator Aux. Tank

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

ANNEXURE–O: WORK METHODOLOGY

Bidder is required to propose work methodology; demonstrating good understanding of following areas and how it plans to perform/achieve each of the below-mentioned activities/objectives including its plan to use technology& human resource and propose control procedures and frequency of various activities in performance of services required under this RFP.

Sr. No.	Particulars / Services	Work Methodology (maximum 150 words* each)
1	Theft prevention system for fuel inventory available in auxiliary tanks and Generator on Metrobus Corridor	
2	Repair, maintenance of fuel handling components mentioned in Clause 8.2.18 & 8.2.21 and replacement of flow meters installed at Auxiliary fuel tanks in MMBS.	
3	Procedure of re-fueling of Generators and obtaining sample of fuel.	
4	Procedure for On-site basic fuel quality testing required at Clause No. 8.2.5 (a)	
5	Quality Management of fuel inventory already present in the fuel tanks (Auxiliary as well as Genset base tank).	

Note: word count shall exclude any diagrams / photos attached, if any, use Extra page if required.

ANNEXURE–P: GENERAL SPECIFICATIONS OF GENERATORS

	J220C2	J110K	V275C	F125-1
Engine Model	JOHN DEERE 6068HFS77	JOHN DEERE 4045HF120	VOLVO TAD734GE	FG Wilson FD6-6.5A1
Max Power (kW)	200	100	250	125
Tank Capacity (L)	340	190	390	327
Bore(mm) x Stroke(mm)	106 x 127	106 x 127	108 x 130	105.0 (4.1)/125.0 (4.9)
Speed (RPM)	1500	1500	1500	1500
Estimated Fuel Consumption @ 110% load (Ltrs/hr)	50	25.50	59.60	
Estimated Fuel Consumption @ 100% load (Ltrs/hr)	45	23.50	53.40	26.2
Estimated Fuel Consumption @75% load (Ltrs/hr)	34	16.50	42.60	
Estimated Fuel Consumption @50% load (Ltrs/hr)	23	11.50	30.50	