

# REQUEST FOR PROPOSAL (RFP)

FOR

PROCUREMENT OF

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**FUEL MANAGEMENT SERVICES FOR PAKISTAN  
METROBUS SYSTEM (PMBS)**

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**THE PUNJAB MASSTRANSIT AUTHORITY  
GOVERNMENT OF THE PUNJAB**

5<sup>th</sup> floor, Arfa Software Technology Park  
346-B, Ferozpur Road, Lahore

## **Disclaimer**

This RFP is an invitation to bid and does not constitute any commitment on the part of The Punjab Masstransit Authority (the "Authority") to enter any binding relationship and/or contract with any of the Bidder(s). If any omissions, deletions, alterations are required to be made to this RFP, the Authority reserves the right to do the same (as and when required prior to the opening of bids). However, the Bidders will be informed accordingly of the same as expeditiously as possible. The Authority reserves the right to withdraw from the process, or any part thereof, or to vary any of its terms at any time without assigning any reason to such variation whatsoever and the Authority shall have no financial or other obligation, whatsoever in such an event.

The assumptions, facts, statements, representations etc. made in this document are correct to the best of the Authority's knowledge and belief, the same are provided for general information to interested parties and do not purport to be comprehensive or contain all the information that such Bidder may desire with respect to this procurement. Each Bidder is advised to conduct its own investigations and analysis and to check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP. The Bidders are required to undertake their independent assessment and to seek independent professional advice on any or all aspects of the RFP. No decision should be based solely on the information provided by the RFP. The Authority shall not be responsible in any manner whatsoever for any statements, opinions or information provided in the RFP.

All information submitted in response to the RFP becomes the property of the Authority. While the Authority shall take reasonable care and diligence for maintaining the confidentiality of such information, it will not accept any responsibility for the same including of any trade secrets or proprietary data submitted to the Authority.

In submitting a proposal in response to this RFP, each Bidder certifies that it understands, accepts, and agrees to the disclaimers set forth above. Nothing contained in any other provision of the RFP nor any statements made orally or in writing by any person or party shall have the effect of negating or suspending any of the disclaimers set forth hereinabove.

## 1. Invitation to Bid

- 1.1 The Punjab Masstransit Authority invites bids for '**Procurement of Fuel Management Services for Pakistan Metrobus System (PMBS)**'. The Tender No. is PMA-PMBS-TNDA-OPS/34.
- 1.2 The **Reserve Price** for this Tender is **PKR 17,938,000/-** 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.
- 1.3 **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](http://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.
- 1.4 As per Rule 12, this RFP is being placed online at PPRA's website and Punjab Portal ([www.punjab.gov.pk](http://www.punjab.gov.pk)), as well as being advertised in print media. The bidding document carrying all details can be downloaded from websites [www.pma.punjab.gov.pk](http://www.pma.punjab.gov.pk) and [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)
- 1.5 This is a National Tender with response time not less than 15 days as per Rule 14.

## 2. Type of Open Competitive Bidding

- 2.1 As per Rule 38(2), "Single Stage - Two Envelope" competitive bidding procedure shall be followed. Each bidder is required to submit technical as well as financial proposal.
- 2.2 The bid shall comprise of a single package containing two (2) separate sealed envelopes, one each for Technical and Financial proposal, sealed in an outer envelope.
- 2.3 The envelopes shall be marked in bold and legible letters to avoid confusion, as follows:
  - 2.1.1 "ENVELOPE-NO. 1: TECHNICAL PROPOSAL"
  - 2.1.2 "ENVELOPE-NO. 2: FINANCIAL PROPOSAL"
- 2.4 Initially, only the ENVELOPE NO. 1 marked TECHNICAL PROPOSAL shall be opened and evaluated in a manner as per the clauses mentioned in this document; and proposals which do not conform to the specified requirements as listed in said document shall be rejected.
- 2.5 ENVELOPE NO. 2 shall be retained in the custody of the Client without being opened.
- 2.6 During the Technical Evaluation, no amendments in the technical proposal shall be permitted.
- 2.7 The ENVELOPE NO. 2: FINANCIAL PROPOSAL of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
- 2.8 The technically qualified bidder with the lowest financial bid shall be the successful bidder, subject to necessary approval.
- 2.9 The Punjab Masstransit Authority (PMA) shall invite the successful bidder to enter into an agreement.

## 3. Instructions to Bidders

- 3.1 The Authority shall hold a pre-bid meeting at 1100 hours PST on June 01, 2021 in the PMA Rawalpindi Office.

- 3.2 Bidders are required to submit their bids at the office of The Punjab Masstransit Authority, 5<sup>th</sup> floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore ('PMA Office') on or before 1100 hours Pakistan Standard Time (PST) on June 07, 2021.
- 3.3 The Technical Proposals shall be opened at 1130 Hours on June 07, 2021. in the PMA Office.
- 3.4 All bids must be accompanied by Bid Security in the form of a Pay Order amounting to **PKR 300,000 (Three Hundred Thousand Only)**.
- 3.5 The envelopes must also clearly show the Bid title and Bidder's name and address. Failure to comply with this requirement may result in rejection of the Bid and the Authority's decision in this regard shall be final. Bids submitted after prescribed time and date shall not be entertained.
- 3.6 Queries of the Bidders (if any) for seeking clarifications regarding the requirements of this RFP must be received in writing at the PMA Office or via e-mail at [muhammadumar.pma@gmail.com](mailto:muhammadumar.pma@gmail.com), before the pre-bid meeting date.
- 3.7 The Bidder must submit bids on the basis of complete fulfilment of requirements. Failure to meet this condition will result in disqualification of the bidder. The Bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The attention of bidders is drawn to the provisions of Clause No. 24 of this document "Determination of Responsiveness of Bid" regarding the rejection of Bids which are not substantially responsive to the requirements of the Bidding Document.
- 3.8 Bidders are required to state, in their proposals, the name, title, contact number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- 3.9 The Authority will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
- 3.10 The Authority reserves the right to cancel the tender, accept or reject one or all bids without assigning any reason.
- 3.11 In case a Bid is submitted by a Joint Venture, all members thereof are required to furnish a Memorandum of Understanding (MOU) legally binding all members, jointly and severally and a power of attorney in favour of the lead member using the format provided as Annexure-F of this RFP.

#### **4. Definitions and Interpretations**

In this Tender document (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the Tender requires otherwise:

- 4.1 **Applicable Laws** shall mean laws of the Government of Pakistan and the Government of Punjab.
- 4.2 **PMBS** shall mean the Pakistan Metrobus System in Rawalpindi & Islamabad.
- 4.3 **PMA** shall mean The Punjab Masstransit Authority, established by the Government of Punjab under the Punjab Masstransit Authority Act, 2012
- 4.4 **Client** shall mean The Punjab Masstransit Authority (PMA)
- 4.5 **Successful Bidder** shall mean the technically qualified Bidder with the lowest financial bid for providing services required under this RFP, who has the probability of award of contract, subject to necessary approvals and applicable policies.

- 4.6 **Bidder** shall mean a party who meets the “eligibility criteria” mentioned at Clause No. 12 of this RFP that has submitted its bid as per requirements contained in this RFP.
- 4.7 **Contract** shall mean the Service Level Agreement (SLA) proposed to be entered into between the Client and the successful bidder, including all attachments and all documents incorporated by reference therein.
- 4.8 **Annual Fixed Service Fee** shall mean the amount payable by the Client to the Service Provider for one year of Services for the scope of services covered under Clause No(s). 7.1 to 7.6 of this RFP.
- 4.9 **Pre-Bid Meeting** shall mean the meeting conducted by the Client on the given date and time prior to the actual date of bid opening.
- 4.10 **RFP** shall mean Request for Proposal document, including any amendments that may be made by the Client, for the selection of bidder. The terms “RFP Document” and “Tender Document” shall be used interchangeably.
- 4.11 **Proposal** shall mean the package containing the Financial and Technical bid for the provision of services proposed to be rendered by the Bidder in response to this RFP.
- 4.12 **Services** shall mean the tasks to be performed by the Service Provider as per Clause 9 of this Contract.
- 4.13 **Fuel System** shall mean the auxiliary fuel tanks, digital flow meters, fuel assembly to Genset i.e. pipes, valves, and allied equipment.
- 4.14 **GoPb** shall mean The Government of the Punjab
- 4.15 **GoP** shall mean The Government of Pakistan
- 4.16 **At grade** shall mean at ground level
- 4.17 **Elevated** shall mean above the ground level.
- 4.18 **Fuel or Diesel** shall mean High Speed Diesel (HSD) required for Generators installed in the PMBS.
- 4.19 **Acceptable Fuel Spillage** shall mean total fuel spillage within 10 litres per month.
- 4.20 **Deficient Fuel** shall mean that the actual Diesel quantity (in litres) delivered to a site is less than the invoiced quantity and is further explained in Clause 7.6.
- 4.21 **Sub-Standard Fuel** shall mean a sample of fuel, collected in the presence of the Service Provider, established as sub-standard in 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 (Annexure-M), except in the case of Sulphur content.
- 4.22 **Material deviation or reservation** is one which affects the scope, quality or performance of the Services or limits the Client's rights or the Bidder's obligations under the Contract.
- 4.23 **Registered Company** shall mean a company registered with the Securities & Exchange Commission of Pakistan (SECP).
- 4.24 **Joint Venture (JV)** shall mean an association of up to four business entities formed as per requirements listed in Clause 11 of this RFP.
- 4.25 **Association of Persons (AOP)** shall mean a firm registered in Pakistan under the Partnership Act, 1932.

## 5. Headings and Titles

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

## 6. Notice

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

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

## 7. Scope of Services

The Punjab Masstransit Authority, GoPb, invites proposals for the '**Procurement of Fuel Management Services for Pakistan Metrobus System (PMBS)**'. Currently, there are two generators installed at each Metrobus Station and Command & Control Centre in the Pakistan Metrobus System (PMBS). In total, there are 20 Generators of 230 KVA each, 20 Generators of 250 KVA each, 06 Generators of 350 KVA each, 02 Generators of 400 KVA each, 01 generator of 455 KVA and 01 generator of 635 KVA. Auxiliary fuel tanks of 1300 litres and 1600 litres (approximately) have also been installed with 230 KVA/250 KVA and 350 KVA/400 KVA, respectively. General specifications of generators are provided at Annexure-P.

### **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:

#### **7.1 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.

#### **7.2 Repair & Maintenance of Fuel Assembly:**

Carrying out repair & maintenance of the flow meters, fuel pipes, valves, fuel tanks 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, pipes, joints, etc.

#### **7.3 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.

#### **7.4 Calibration of fuel tanks & digital flow meters:**

Providing Dip charts of fuel tanks and periodically re-validating the same for reliable estimation of fuel quantity consumed and as a countercheck for fuel quantity decanted.

#### **7.5 Daily Reporting of Inventory levels and 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.

#### **7.6 Consumption Monitoring:**

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

#### **7.7 Comprehensive Quality Testing:**

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

**7.8 Supply during non-operational hours:**

Making supplies of fuel during Metrobus non-operational hours i.e. 11:15 p.m. to 5:00 a.m., as and when required according to inventory levels, after performing basic on-site quality testing of fuel.

**8. Duration of the Contract**

A service level agreement for Fuel Supply Services for a period of three (03) years, extendable initially for upto two (02) years and annually thereafter subject to satisfactory performance, shall be executed between the Client and the Service Provider. In case of extension of contract, new monthly price shall be worked out based on the following formula which shall remain valid for the abovesaid initial extension period:

**New Monthly Price = Monthly fixed Bid Value x [(1 + CPI 1) x (1 + CPI 2) x (1 + CPI 3)]**

Where:

- CPI = General (National) Consumer Price Index inflation on YoY basis expressed as percentage (for e.g., 5% = 0.05)
- CPI 1 = YoY % CPI General (National) Inflation for 1<sup>st</sup> Contractual year
- CPI 2 = YoY % CPI General (National) Inflation for 2<sup>nd</sup> Contractual year
- CPI 3 = YoY % CPI General (National) Inflation for 3<sup>rd</sup> Contractual year

Contract price for each year of extension awarded after the initial extension period of 2 years shall be based on annual increase in previous year's Contract Price equal to YoY % (General) CPI inflation.

**9. Contractual obligations of the Service Provider**

The Service Provider shall:

- 9.1 Provide refuelling of diesel generators in non-operational hours i.e. between 11:15 p.m. to 5:00 a.m.
- 9.2 Arrange refuelling of generators in a manner that during the metrobus operation hours, the need to refuel any of the generators does not arise.
- 9.3 Implement a system of theft prevention for the fuel present in auxiliary tanks and maintain the same, on a 24-hour basis, 7 days per week (including public holidays) in working condition.
- 9.4 Abide by all the rules and regulations laid down by the Client.
- 9.5 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, and (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 refuelling activity (Generator readings, quantity delivered at each supply, flow meter reading etc.).
- 9.6 Employ and engage trained and skilled staff (after signing of the contract) reasonably required to complete the duties of this contract to the satisfaction of the Client.
- 9.7 Provide the list of Service Provider's personnel, along with their basic information, to the Client for issuance of permit to the PMBS Corridor.

- 9.8 Provide registration details of vehicles used for delivery of fuel, and otherwise essential for the execution of services, requiring access to PMBS corridor during refuelling hours.
- 9.9 Always maintain vigilant supervision over its staff.
- 9.10 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 PMBS corridor.
- 9.11 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.
- 9.12 Ensure presence of its authorized representative(s) at any PMBS site or Client's office at short but reasonable notice when so required by the Client and respond to the queries of the Client in a timely manner.
- 9.13 Be responsible for the medical and accidental insurance of its staff, payment of all dues like Social Security, EOBI. The Client shall not accept any responsibility of the designated personnel in the event of death, injury, disability, or illness that may take place while performing/executing services required under the scope of this RFP. Any compensation or expenditure towards the treatment of such injury/disability or loss of life shall be the sole responsibility of the Service Provider.
- 9.14 Ensure that it does not employ or continue to employ any person having a criminal record/conviction or otherwise undesirable persons.
- 9.15 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.
- 9.16 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 PMBS for reasons directly and solely attributable to the Service Provider.
- 9.17 Report immediately to the Client any kind of material incident including but not limited to spillage of fuel, fuel theft, damage to PMBS property and provide photographs of the incident.
- 9.18 Make available two Tank Lorries of sufficient storage capacity to smoothly undertake and perform the scope of work. The tank Lorries must be in good working condition and be equipped with sealed digital dispensing units and a power supply/source (e.g., generator) to effectively carry out the decanting process including providing power to the flow meters already installed by the Client on the Auxiliary fuel tanks of the generators.
- 9.19 Supply, Install, Test and Commission up to ten (10) new flow-metres during the Contract period, as and when directed by the Client, as replacement of faulty flow meters, through a Purchase Order at the rate given in the financial proposal (Annexure-J), having the following technical specifications and one (1) year warranty:
  - 9.1.1 Power Supply 12 or 24 V DC
  - 9.1.2 Count Scope 1- 9999.99 Litres
  - 9.1.3 Flow Range 05-90 Litres/Min
  - 9.1.4 Range of Operation Temperature 0-50 C
  - 9.1.5 Accuracy + 1%
  - 9.1.6 Backlit liquid crystal display (LCD) of digital meter
  - 9.1.7 Paint Powder coating



- 9.1.8 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.
- 9.1.9 Counter Reset button
- 9.1.10 Water proofing
- 9.1.11 Lid/lock to secure the display unit and interface of the flow meter.
- 9.1.12 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.
- 9.1.13 A system to measure fuel level in auxiliary tank by graduated dip rod.
- 9.1.14 A backup battery in the meter to ensure safety of filling data if there is any power disconnection/failure during the fuel filling process.
- 9.1.15 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.
- 9.20 To ensure accurate readings of decanted fuel quantity, the Service Provider shall ensure quarterly calibration of both the dispensing units installed on the delivery vehicles, and the flow meters installed on the fuel tanks, through a recognized agency/firm, as approved by the Client. The calibration reports shall be submitted to the Client within one week of the end of the quarter. Under no circumstances shall the flow meters be removed/replaced without prior approval of the Client.
- 9.21 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.
- 9.22 The Service Provider shall ensure calibration of all auxiliary tanks installed on sites and provide calibration reports and Dip charts (within 14 days of the award of contract). Also provide the calibration reports of auxiliary tank after each six (06) months through a recognized agency/firm, as approved by the Client. The Service Provider shall also provide dip chart for base tank. Any documents required for the preparation of dip charts shall be arranged by the service provider.
- 9.23 To arrange lab test report, of a randomly drawn sample of fuel taken in presence of representative(s) from both the Client and the Service provider inside the premises of the PMBS Stations, atleast once in every four fueling activities (against variable charges: i.e., in addition to fixed monthly charges), as per instructions by the Client. The Services of a company (lab) of repute and approved by the Client shall be utilized for lab tests. The specifications of Pakistan Standards and Quality Control Authority (PSQCA) for High-Speed Diesel shall be treated as benchmark for quality (Annexure-M).
- 9.24 Develop detailed Standard Operating Procedures (SOPs) for the following, to the satisfaction of the Client, and strictly abide by them:
  - 9.1.1 Decanting of fuel.
  - 9.1.2 Lab testing of delivered fuel.

- 9.25 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 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.
- 9.26 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.
- 9.27 Ensure their personnel do not enter the PMBS Corridor without valid entry cards/permit issued by the Client.

## **10. Penalties**

In case of non-performance of the service provider for scope of work/responsibility or its obligation, fines shall be charged as provided in **Annexure-L**.

## **11. Joint Venture**

- 11.1 Bidders may form a Joint Venture provided it meets/qualifies the eligibility criteria mentioned at Clause 12.2 below.
- 11.2 All JV Partners thereof are required to furnish a Memorandum of Understanding (MOU) legally binding all JV partners, jointly and severally and a Power of Attorney in favour of the lead Partner using the format provided as Annexure-F of this RFP.
- 11.3 The Lead Partner shall enter in a legal contract with the Client and shall be liable to incur liabilities, pay due amount to the Client and receive instructions for and on the behalf of other JV partners. JV partners other than the Lead partner would also be bound by the terms and conditions of the Contract.
- 11.4 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.
- 11.5 The JV so formed shall remain in existence during the currency of the contract.

## **12. Bidder's Eligibility Criteria / Pre-requisites**

Bidders who meet all the following mandatory requirements/criteria are eligible to participate in this Bidding:

### **12.1 In case Bidder is not a JV**

- 12.1.1 Company Registration by Securities & Exchange Commission of Pakistan (SECP)
- 12.1.2 Primarily engaged in petroleum business as authorized agent/dealer/bulk customer/reseller/retailer 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.
- 12.1.3 Average annual turnover greater than or equal to **PKR 30 Million** in last 3 years from petroleum business.
- 12.1.4 Income Tax Registration and Filer/ Active status.
- 12.1.5 Sales Tax Registration under Sales Tax Act 1990.
- 12.1.6 Licensed Storage Capacity of Diesel of atleast 10,000 Ltrs. capacity.

- 12.1.7 Not blacklisted by any State/Central/Provincial Government/Government Agency, Authority or Autonomous Body.
- 12.1.8 Conforms to the Clause No. 24 on 'Responsiveness of Bid' given in this tender document.
- 12.1.9 Provides following verifiable documentary evidence (mandatory) as proof for all the above requirements:
  - a) SECP Company Registration Certificate
  - b) NTN Registration
  - c) Sales Tax Registration Certificate issued by FBR.
  - d) Company Profile containing details of business operations.
  - e) Copy of Storage License issued by the Explosives Department.  
*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.*
  - f) Audited Financial Statements and Income Tax Returns of last three (03) years.
  - g) ANNEX-C of Monthly Sales Tax Returns for last 12 months.  
*Note: Bidder is permitted to cross out information in Annex-C which is not relevant to the Technical Evaluation Criteria contained in Clause 18 below.*

**12.2 In case Bidder is a JV / Consortium, constituted under Clause 11 of this RFP:**

- 12.2.1 Company Registration by Securities & Exchange Commission of Pakistan (SECP): Mandatory for the Lead Partner whereas other partners in JV may be Sole Proprietors, or Association of Persons (AOP) or Registered Companies.
- 12.2.2 Maximum of four (04) JV partners with majority (i.e. more than 50%) of partners in JV to be primarily engaged in petroleum business as authorized agent/dealer/bulk customer/reseller/retailer of an Oil Marketing Company (OMC), with at least three years of experience each, 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. *For clarity, 2 out of 3 partners in case of total 3 partners, 3 out of 4 partners in case of total 4 partners, and both partners in case of only 2 partners must be primarily engaged in the petroleum business.*
- 12.2.3 Combined average annual turnover (of those JV partners who are engaged primarily in petroleum business) greater than or equal to PKR 30 Million in last 3 years from petroleum business.
- 12.2.4 Income Tax Registration of all JV Partners and Filer/Active status of at least the Lead Partner.
- 12.2.5 Sales Tax Registration under Sales Tax Act 1990 along with proof of filer/active status: mandatory for Lead Partner and for all those JV partners whose customers are claimed against Serial No.1 of the Technical Evaluation Form (Annexure-D).
- 12.2.6 License for Storage Capacity of Diesel of atleast 10,000 Ltrs. capacity (applicable to any one of the JV partners.)
- 12.2.7 Not blacklisted by any Federal/Provincial Government Department/ Agency, Authority or Autonomous Body (applicable to all JV partners).
- 12.2.8 Undertaking from each Consortium/JV member to be jointly and severally liable along with the Lead Partner if awarded the contract, for the obligations of the Service Provider.

- 12.2.9 Conforms to the Clause No. 24 on 'Responsiveness of Bid' given in this tender document.
- 12.2.10 Provides following verifiable documentary evidence as proof for all the above requirements:
- a) SECP Company Registration Certificate (mandatory for the Lead Partner; other partners may furnish Form C if AOP, or NTN certificate if Sole Proprietor).
  - b) NTN Registration (mandatory for all JV partners).
  - c) Sales Tax Registration Certificate (FBR) (mandatory for Lead Partner and for all those JV partners whose customers are claimed against Serial No. 1 of the Technical Evaluation Form (Annexure-D).
  - d) Company Profile containing details of business operations: Mandatory for all JV partners who are engaged primarily in the Petroleum Business.
  - e) 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.*
  - f) Audited Financial Statements or Income Tax Returns of last three (03) years.
  - g) (Applicable to Lead Partner).
  - h) ANNEX-C of Monthly Sales Tax Returns for last 12 months mandatory for Lead Partner and for all those JV partners whose customers are 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 below.*

### **13. Tender Cost**

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

### **14. 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 RFP Document**

- 15.1 The Client may, at any time prior to the deadline for submission of the Bids, at its own initiative or in response to a clarification requested by the Bidder(s), amend the RFP Document, on any account, for any reason. All amendment(s) shall be part of the RFP Document and binding on the Bidder(s).
- 15.2 The Client shall publicly announce the amendment(s) in same manner as of original advertisement.
- 15.3 The Client may, at its exclusive discretion, amend the RFP Document to extend the deadline for the submission of the Bids, 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**

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

- 16.1 The Tender shall be submitted along with the prescribed Forms, Annexes, Documents, etc. which shall be typed, completely filled-in, stamped, and signed by the Bidder or his authorized representative. In case of copies, photocopies may be submitted.
- 16.2 The bidder shall ensure that Technical Proposal contains all documents listed at Clauses 12.1.10 (if bidder is not a JV) or 12.2.11 (in case bidder is a JV) as explained above and any other documents listed below. The consolidated list is also mentioned in Annexure-A-1 and Annexure A-2 (*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.
- 16.3 Covering letter duly signed and stamped by authorized representative (Annexure-B).
- 16.4 Technical Proposal Submission Form (Annexure-C).
- 16.5 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).
- 16.6 Technical Evaluation Form (Annexure-D) including the following documents in addition to documents required in Clause 12.1.10 or 12.2.11 above (as applicable):
  - 16.6.1 Details of Industrial/Commercial Customers who qualify criteria 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:** In case of JV, Customer list of only Sales Tax Registered JV Partners may be provided/claimed. Customer who are petroleum agents/dealers/resellers can not be quoted.*
  - 16.6.2 Completion certificates for completed service contracts during last 03 years for similar assignments of fuel management services which are comparable to this RFP's scope (provided in Clause No. 7), both in terms of nature of services and value of assignment.

**Note(s):**

- 1. Client reserves the right to verify the nature and scope of services as well as value of above-mentioned Contract(s) by: 1) examining and verifying original contracts and requiring submission of attested copies of the same and (2) requiring submission of documentary proof of withholding tax deductions made from payments made to the bidder under the above-mentioned service Contract(s) in the form of Computerized Payment Receipts (CPRs) u/s 153(1)(b) of the Income tax Ordinance.
- 2. Annual contract value of assignments mentioned at Clause No. 16.6.2 and 16.6.3 of the Technical Evaluation Criteria given above must not be less than 75% of the annual reserve price calculated as:

$$\text{Annual Reserve Price} = \frac{\text{Reserve price given in Clause 1.2 of this RFP}}{\text{No. of years of initial contract period given in Clause No. 8 of this RFP}}$$

- 16.6.3 Profile of Management and staff of the Bidder whose experience and qualifications have been claimed at Sr. No. 4 of the Technical Evaluation Criteria.

**Note:** Profiles/CVs of all key human resources of all JV partners shall be combined for awarding points.

- 16.6.4 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 PMBS.
- d) On-site basic fuel quality testing required at Clause No. 9.5 (a) of this RFP document.
- e) Quality Management of fuel inventory already present in the fuel tanks (Auxiliary as well as Genset base tank).

**Note:** Providing work-methodology is a mandatory requirement must be provided as required at Annexure - O. Failure to provide the same shall result in the bid being "substantially non-responsive."

- 16.6.5 Financial Capacity of the Bidder (Annexure-E)

- 16.6.6 Power of Attorney (Annexure-F)

- 16.6.7 Undertaking (Annexure-G)

- 16.6.8 Affidavit (Annexure-H)

- 16.7 The Financial Proposal shall contain the following documents duly signed and stamped:

- 16.8.1 Financial Proposal Submission Form (Annexure-I)

- 16.8.2 Financial Proposal (Annexure-J)

- 16.8 The Bidder shall follow the instructions laid down as under:

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

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

[Name of the Procurer]

[Address of the Procurer]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

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

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

[Name of the Procurer]

[Address of the Procurer]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

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

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

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

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

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

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

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

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

Strictly Confidential  
Open on [Last Date of submission of the Tender]  
[Name of the Procurer]  
[Address of the Procurer]  
[Name of the Bidder]  
[Address of the Bidder]  
[Phone No. of the Bidder]

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

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

Strictly Confidential  
Open on [Last Date of submission of the Tender]  
[Name of the Procurer]  
[Address of the Procurer]  
[Name of the Bidder]  
[Address of the Bidder]  
[Phone No. of the Bidder]

- 16.9.7 The Bidder shall again seal Envelope Nos. (1+2)A and (1+2)B in a single envelope titled 'Procurement of Fuel Management Services for Pakistan Metrobus System (PMBS)'
- 16.9.8 The Tender shall be mailed through a registered courier or hand-delivered to reach at the procurer's office before the closing date and time (last day of application)
- 16.9.9 It is obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, Annexure, forms, and all relevant documents as part of the bids submitted by the Bidder. Non-compliance with the same may cause the rejection of the bid at the time of opening.

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

## 17. Tender Price

17.1 The tender price shall have a fixed as well as a variable component as detailed below:

17.1.1 Fixed Price component:

Services Charges covering scope of services outlined in Clause 7.1 to 7.6. Bidders are required to quote fixed services charges fulfilling following criteria:

17.1.1.1 In Pak Rupees (PKR).

17.1.1.2 Is inclusive of all applicable taxes as per Laws of the Government of Pakistan but is exclusive of Sales Tax on Services which shall be added by the Client over and above the offered amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on Services as and when applicable.

17.1.1.3 If not specifically mentioned in the Bid(s), it shall be presumed that the quoted fixed service charges are as per the above requirements.

17.1.2 Variable Price Components:

Service charges covering scope of services mentioned at Clause(s) 7.7 and 7.8 shall be quoted separately by the bidder in the Bid and shall be added to the monthly invoice based only on the number of times these activities are performed in each month.

17.1.3 Price Adjustment of Variable Price Components

17.1.3.1 The Unit Price for services required at Clause 7.7 (i.e. Comprehensive Lab testing) and Clause 7.8 (i.e. Fuel delivery charges) shall be subject to annual escalation at the rate of YoY CPI General (National) Inflation % as per Pakistan Bureau of Statistics.

17.1.3.2 Illustration for escalation of lab test charges is provided below:

$$Y2LTC = Y1LTC \times (1 + CPI\ 1)$$

$$Y3LTC = Y2LTC \times (1 + CPI\ 2)$$

$$Y4LTC = Y3\ LTC \times (1 + CPI\ 3)$$

$$Y5LTC = Y4\ LTC \times (1 + CPI\ 4)$$

Where:

Y1LTC= First year's Comprehensive Lab Test Unit price provided in Bid



Y2LTC= Second year's Comprehensive Lab Test Unit price after escalation  
Y3LTC= Third year's Comprehensive Lab Test Unit price after escalation  
Y4LTC= Fourth year's Comprehensive Lab Test Unit price after escalation  
Y5LTC= Fourth year's Comprehensive Lab Test Unit price after escalation  
CPI = General (National) Consumer Price Index inflation on YoY basis  
CPI 1 = YoY % CPI General (National) Inflation for 1<sup>st</sup> Contractual year  
CPI 2 = YoY % CPI General (National) Inflation for 2<sup>nd</sup> Contractual year  
CPI 3 = YoY % CPI General (National) Inflation for 3<sup>rd</sup> Contractual year  
CPI 4 = YoY % CPI General (National) Inflation for 4<sup>th</sup> Contractual year

17.1.3.3 Illustration for escalation of fuel delivery charges is provided below:

$$\begin{aligned} Y2FDC &= Y1FDC \times (1+CPI\ 1) \\ Y3FDC &= Y2\ FDC \times (1+CPI\ 2) \\ Y4FDC &= Y3\ FDC \times (1+CPI\ 3) \\ Y5FDC &= Y4\ FDC \times (1+CPI\ 4) \end{aligned}$$

Where:

Y1FDC= First year's Fuel Delivery Charges Unit price provided in Bid  
Y2FDC = Second year's Fuel Delivery Charges Unit price after escalation  
Y3FDC = Third year's Fuel Delivery Charges Unit price after escalation  
Y4FDC = Fourth year's Fuel Delivery Charges Unit price after escalation  
Y5FDC = Fourth year's Fuel Delivery Charges Unit price after escalation  
CPI = General (National) Consumer Price Index inflation on YoY basis  
CPI 1 = YoY % CPI General (National) Inflation for 1<sup>st</sup> Contractual year  
CPI 2 = YoY % CPI General (National) Inflation for 2<sup>nd</sup> Contractual year  
CPI 3 = YoY % CPI General (National) Inflation for 3<sup>rd</sup> Contractual year  
CPI 4 = YoY % CPI General (National) Inflation for 4<sup>th</sup> Contractual year

17.1.3.4 In case of extension of Contract beyond the initial extension term of 2 years, the Unit price of variable components for year 5 onwards shall be escalated annually in the same way as illustrated at Clause 17.1.3.2 and Clause 17.1.3.3 above

17.2 Price calculated after addition of prices for variable components, as per actual requirement of services mentioned at Clause 7.7 and 7.8 above, shall cover the whole scope of services for the Contract period.

### 18. Technical Evaluation Criteria

Bidders qualifying the eligibility criteria mentioned at Clause No. 12 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: 60% overall and at least 50% score in each category except Sr. 7 below												
Sr.	Criteria	Point System	Max Points	Documents required								
1	No. of Industrial/Commercial Customers with Diesel sales quantity during last 12 months of: 50,000 Ltrs. to 79,999 Ltrs. 80,000 Ltrs. to 179,999 Ltrs. 180,000 Ltrs & Above	<table><tr><th>Category</th><th>Points per customer</th></tr><tr><td>50,000 to 79,999 Ltrs.</td><td>2</td></tr><tr><td>80,000 to 179,999 Ltrs.</td><td>5</td></tr><tr><td>180,000 Ltrs &amp; above</td><td>10</td></tr></table>	Category	Points per customer	50,000 to 79,999 Ltrs.	2	80,000 to 179,999 Ltrs.	5	180,000 Ltrs & above	10	20	As required under Clause(s) 12.1.9(g), 12.2.10 (g) and 16.6.1
Category	Points per customer											
50,000 to 79,999 Ltrs.	2											
80,000 to 179,999 Ltrs.	5											
180,000 Ltrs & above	10											
2	Successfully completed Service Contracts of similar scope, as detailed in Clause No. 7, and comparable Value, as explained in Clause 16.6.2, during last 03 years	10 points per completed Contract.	20	As required under Clause 16.6.2								
3	Storage Capacity of Diesel	10,000 to 20,000 Ltrs. = 8 points Above 20,000 Ltrs. = 15 Points	15	As required under Clause(s) 12.1.9 (e) and 12.2.10 (e)								
4	Human Resource capabilities & competence	Sum of score in (a) and (b) below: a) <b>Qualifications:</b> 2 points per Graduate Engineer/MBA/MSc. employed in the Management team and staff of the Company; up to max of 10 points. b) <b>Experience:</b> 2 points per person employed in the Management team and staff having experience in petroleum industry (including supply chain, sales operations, services etc.) up to a maximum of 10 points.	20	As required under Clause 16.6.3								
5	Average annual turnover from petroleum business during last three years.	30 Mn to 60 Mn = 5 points Above 60 Mn = 10 points	10	As required under Clause(s) 12.1.9 (f) and 12.2.10 (f)								
6	No. of years of experience in petroleum business as an authorized agent/dealer/bulk customer/reseller/retailer of an Oil Marketing Company (OMC).	3 to 5 years = 5 points Above 5 years = 10 points	10	As required under Clause(s) 12.1.2 and 12.2.2								
7	Working with any provincial /federal government agency/department/body etc.	5 points per relationship	5	Any valid documentary evidence								
	<b>Total Points</b>		<b>100</b>									

Notes:

1) In case of JV, the above values at serial 1 to 5 may be combined for JV partners who are

*primarily engaged in the petroleum business.*

- 2) *Annual contract value of assignment mentioned at Sr. 2 of the Technical Evaluation Criteria given above must not be less than 75% of the annual reserve price calculated as:*

$$\text{Annual Reserve Price} = \frac{\text{Reserve price given in Clause 1.2 of this RFP}}{\text{No. of years of initial contract period given in Clause No. 8 of this RFP}}$$

## **19. Tender Security**

- 19.1 The Bidder shall furnish the Tender Security, equal to PKR 300,000/- in shape of Demand Draft / Pay Order issued by a scheduled bank in favour of Client, as part of the Financial bid envelope (sealed in a separate envelope), failing which will cause rejection of bid.
- 19.2 The tender security should have a validity period of 180 days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is earlier.
- 19.3 The proceeds of the Tender Security shall be payable to the Client, on the occurrence of any of the following conditions:
- 4.3.1 If the Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender Form; or
  - 4.3.2 If the Bidder does not accept the corrections of his Total Tender Price; or
  - 4.3.3 If the Bidder, having been notified of the acceptance of the Tender by the Client during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
  - 4.3.4 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**

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

## **21. Modification / Withdrawal of the Tender**

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

## **22. Opening of the Tender**

- 22.1 Tenders shall be opened, at the given place, time, and date, in the presence of the Bidder(s), if available, for which they shall ensure their presence without further invitation.

- 22.2 The Bidder's name, modifications, withdrawal, security, attendance, and such other details as the Client may, at its exclusive discretion, consider appropriate, shall be announced, and recorded.
- 22.3 No Bidder or its representative shall be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location. Non-compliance may cause disqualification of respective bidder.

### **23. Clarification of the Tender by the Client**

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

### **24. Determination of Responsiveness of the Bid (Tender)**

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

### **25. Correction of errors**

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

### **26. Rejection / Acceptance of the Tender**

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

- 26.2.1 It is substantially non-responsive; or
- 26.2.2 It is submitted in other than prescribed forms, documents / by other than specified mode; or
- 26.2.3 It is incomplete, un-sealed, un-signed, hand-written, partial, conditional, alternative, late; or
- 26.2.4 It is subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 26.2.5 the Bidder submits more than one Tenders; or
- 26.2.6 the Bidder fails to meet the minimum passing score of 60% overall and 50% in each category in the Technical Evaluation Criteria [Annexure - D]; or
- 26.2.7 The Bidder refuses to accept the corrected Total Tender Price; or
- 26.2.8 The Bidder has a conflict of interest with the Client; or
- 26.2.9 The Bidder tries to influence the Tender evaluation / Contract award; or
- 26.2.10 The bidder engages in corrupt or fraudulent practices in competing for the Contract award; or
- 26.2.11 There is any discrepancy between issued bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid; or
- 26.2.12 The Bidder submits any financial conditions as part of its bid which are not in conformity with the Tender Document; or
- 26.2.13 The Bidder fails to submit the required bid security.

## **27. Acceptance Letter (Letter of Award)**

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

## **28. Performance Security**

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

- 28.2.3 As adjustment against any outstanding payment decided by the Client
  - 28.2.4 If the Service Provider fails to submit the bank guarantee for the next year one month before the expiry of already submitted bank guarantee
  - 28.2.5 If the Service Provider fails to fulfil any of the obligations under the Contract
  - 28.2.6 If the Service Provider violates any of the terms and conditions of the Contract.
  - 28.2.7 If the Service Provider terminates the contract for convenience
  - 28.2.8 If the Service Provider fails to achieve Operational readiness to provide services and implement all controls (equipment, hardware, processes, mechanisms etc.) required under this RFP by the time of signing of the contract.
  - 28.2.9 As adjustment against any of the penalties requiring forfeiture of Performance Security as specified in Annexure-L.
- 28.3 The Service Provider shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Bidder within thirty working days after the expiry of its validity on written request from the Service Provider.

## **29. Redressal of Grievances of the Bidders**

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

## **30. Contractual Obligations, Rights and Responsibilities of the Client**

The Client shall:

- 30.1 Make payment of Fuel and Services provided as per Clause No. 31 "Payment" of this RFP.
- 30.2 Be responsible for the conduct and functioning of all staff employed in the Client and ensure its staff maintains polite and courteous behaviour towards the Service Provider.
- 30.3 Investigate, in collaboration with the Service Provider, any incident of theft/spillage of Fuel and assess the extent of quantity stolen/spilled.
- 30.4 Issue entry card/permit to the Service Provider for its staff, vehicles (staff/delivery), or any other personnel essentially required by the Service Provider for provision of fuel supply services under the terms of this RFP, within reasonable time after the initiation of such request by the Service Provider.
- 30.5 Develop trends of Fuel consumption using generator operating hours, delivered quantity and generator levels data provided by the Service Provider to evaluate discrepancies related to invoicing. Upon identification of such discrepancies

established between and within Generators, the Client shall require the Service Provider to investigate and explain such discrepancies. Unexplained discrepancies or discrepancies without adequate justification below 95% statistical confidence level shall be termed as 'Deficient Fuel'. The cost of 'Deficient Fuel' as established by the client shall be replenished by the Service Provider as a deduction from proceeding invoice. Decision of the Client in this regard shall be final and binding on the Service Provider.

### **31. Payment**

- 31.1 The Client shall make payment for the Services provided, to the Service Provider, in Pak Rupees through crossed cheque. In case of JV, the cross cheque shall be in the name of JV member nominated by lead member.
- 31.2 The procedure for payments of Diesel Supplies to the Service Provider shall be as under:
  - 31.2.1 The price of Diesel shall be paid on the regulated Diesel price notified by OGRA.
  - 31.2.2 Payment of invoice shall be made within 7 days of receipt of the invoice, duly verified by the Operations Wing of the Client. However, the invoice would be processed only if it is accompanied by reports required as per contract.
  - 31.2.3 All payments shall be subject to applicable tax laws, rules and regulations.
- 31.3 The procedure for payment of Service fee for Fuel Supply Services shall be as under:
  - 31.3.1 The Service Provider shall submit an Invoice to the Client after completion of a month. The invoice shall state the amount claimed and set forth in detail particulars of Services rendered during the month.
  - 31.3.2 The Client shall issue a Certificate of Payment to the Service Provider, verifying the amount due, within ten days of receipt of this Invoice. The Client may withhold a Certificate of Payment on account of defect(s)/short coming(s) in the services provided. The Client may also make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate.
  - 31.3.3 The Client shall pay the amount verified in the Certificate of Payment within ten (10) days of receipt of Service Provider's acceptance on the issued Certificate of Payment. Payment shall not be made in advance.
  - 31.3.4 Payments shall be made against satisfactory delivery of services as per terms and conditions of the contract.

**32. Draft Agreement**

**AGREEMENT FOR FUEL MANAGEMENT SERVICES FOR  
PAKISTAN METROBUS SYSTEM (PMBS)**

Between

**[Client]**

and

**[Service Provider]**

**Dated:**



## DRAFT AGREEMENT

### FOR PROCUREMENT OF FUEL MANAGEMENT SERVICES FOR PAKISTAN METROBUS SYSTEM (PMBS)

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

BY AND BETWEEN

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

AND

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

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

### 33. Recitals

WHEREAS,

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

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

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

### 34. Covenant

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

### **35. Annexes to the Agreement**

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

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

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

### **36. Key Service-Level Parameters**

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

37. Signing of the Agreement

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

For:

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

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

**WITNESSES:**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

CNIC: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

For:

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

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

CNIC: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

## **I. General Conditions of Contract**

### **38. Contract**

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

### **39. Contract Documents and Information**

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

### **40. Contract Language**

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

### **41. Indemnification**

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

### **42. Assignment / Subcontract**

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

### **43. Termination for Default**

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

### **44. Termination for Insolvency**

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

insolvency, and terminate the Contract, in whole or in part, without any compensation to the Service Provider.

**45. Termination for Convenience**

- 45.1 The Client may at any time terminate this contract for its convenience. In the event of termination under this clause, the Client will be obligated to pay for loss incurred by the Service Provider on account of Fixed Assets, calculated as Estimated Selling price (at the time of termination) less depreciated value (depreciation to be charged at the rate of 20% of Written Down Value), of the Fixed Assets directly procured for rendering services under this contract.
- 45.2 If the Service Provider wants to terminate the contract for convenience he shall be allowed to do so after giving three months' notice. However, in such an event, the Performance Security of the Service Provider shall stand forfeited. Partial surrender or termination will not be accepted, and termination will be considered for the full contract.

**46. Force Majeure**

- 46.1 Force Majeure Event' shall mean the occurrence of any of the following events or circumstances, or any combination thereof, which are (i) beyond the reasonable control of the affected party, (ii) could not have been foreseen or prevented by the use of or by the exercise of reasonable skill and care, and (iii) have a material adverse effect upon the performance by the affected party of its obligations under the Contract including but not limited to Strikes, lock-outs or other industrial action or labour disputes involving the affected party or its respective sub-contractors, employees or agents.
- 46.2 Invasion, act of war (whether declared or undeclared), armed conflict or act of foreign enemy, blockade, civil war, rebellion, riots, insurrection or civil commotion, Sabotage, kidnapping, terrorism, or credible threat of such acts. Epidemics, explosions, chemical or radioactive contamination or ionizing radiation or other radioactive contamination risks in the common form that are not covered by the Service Provider's approved insurance policies.
- 46.3 Unusual or extreme adverse weather or environmental conditions or action of the elements, meteorites, aircraft, or object falling from aircraft or other aerial devices, the account of pressure waves caused by aircraft or other aerial devices travelling at supersonic speed or other natural disasters.
- 46.4 Act of God. Any event or circumstances of a nature analogous to the foregoing, provided that each of the events described shall constitute a Force Majeure Event to the extent that such events or circumstances are caused by an event or circumstance that is itself a Force Majeure Event, experienced directly by the Bidder.
- 46.5 Force Majeure Events shall not include the following:
  - 46.5.1 Late delivery or interruption in the delivery of Goods
  - 46.5.2 Delay in the performance of the Purchase Order by the Bidder or its subcontractor.
  - 46.5.3 Breakdown in machinery or equipment
  - 46.5.4 Normal wear and tear or random flaws in materials, machinery, or equipment.
- 46.1 If, by reason of a Force Majeure Event a party is wholly or partially unable to carry out its obligations under the Contract, the affected party shall:
  - 46.6.1. give the other party notice of the Force Majeure Event(s) as soon as practicable, but in no event later than the later of forty-eight (48) hours after the affected party becomes aware of the occurrence of the Force Majeure Event(s), or six (6)

hours after the resumption of any means of providing notice to the other party. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 46.6.2. provide, wherever appropriate or when reasonably requested to do so by the other party, further information to the other party fully describing the Force Majeure Event(s) and its cause(s), and providing or updating information relating to the efforts of the affected party to avoid and/or to mitigate the effect(s) thereof; and estimates, to the extent practicable, of the time for which the affected party reasonably expects it shall be unable to carry out any of its affected obligations due to the Force Majeure Event(s).
- 46.2 The affected party shall notify to the other party of the cessation of the Force Majeure Event and of its ability to recommence performance of its obligations under this Purchase Order as soon as possible and in any event not later than seven (7) days after the cessation of the events described above.
- 46.3 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.

## **47. Dispute Resolution**

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

## **48. Statutes and Regulations**

- 48.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. The Service Provider shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Client indemnified against all penalties and liability of any kind for breach of any of the same.
- 48.2 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

## **49. Taxes and Duties**

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

## **50. Contract Cost**

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

## **51. Authorized Representative**

- 51.1 The Client or the Service Provider may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any or all of the duties/authority, vested in them, to their Authorized Representative, including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- 51.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him/them, by the Client, or the Service Provider.
- 51.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 51.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 51.5 Notwithstanding above clause, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Client to disapprove such Services or Works and to give instructions for the rectification thereof.
- 51.6 If the Service Provider questions any decision or instruction of the Authorized Representative of the Client, the Service Provider may refer the matter to the Client who shall confirm, reverse, or vary such decision or instruction.

## **52. Waiver**

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

## **53. 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.

## **54. Penalty Mechanism / Service Level Agreement**

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

## **55. Taking-Over Certificate**

- 55.1. The Service Provider shall upon termination or expiry of the contract send a Request for a Taking-over Certificate (TOC) in order to transfer possession of the Fuel System back to the Client.
- 55.2. The Client shall, within thirty (30) days of receipt of Request for a TOC from the Service Provider issue a TOC stating the date of successful inspection of the Fuel system or any portion thereof, for their intended purposes.
- 55.3. In case the Client finds any deficiency in the condition of the Fuel System, the Client

shall notify the Service Provider within a period of fifteen (15) days from the date of request for the Taking-over Certificate giving reasons or specifying the work required. The Service Provider shall within a reasonable time remedy such defects and notify the same to the Client. The Client after satisfactory remedial of the defects by the Service Provider within seven (7) days shall take possession of the Fuel System and issue the final TOC. Fueling services shall only be provided for the time and to the extent of satisfactory remedial work carried out on the Fuel System.

- 55.4. If the issuance of TOC is delayed beyond 30 days of the Request for TOC by the Service provider due to no fault of his own, the Service Provider shall only be liable to render fueling services up to a maximum of 30 days from the date when such TOC becomes due.



**ANNEXURE-A-1: TECHNICAL PROPOSAL DOCUMENT CHECKLIST  
FOR BIDDERS (OTHER THAN JV)**

*Note: bidders are required to place tags on documents containing Serial 1 to 16.*

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 issued by SECP	
4	Proof of experience in petroleum business as an authorized agent/dealer/bulk customer/reseller/retailer of an Oil Marketing Company (OMC), 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.	
5	Copy of Tender Security of PKR 300,000/- as prescribed in the Tender Document (sealed in a separate envelope)	
6	Registration Certificate for Income Tax and Sales tax and proof of Filer/ Active status for both Income Tax and Sales Tax.	
7	Company profile containing details of business operations.	
8	Audited Financial Statements and Income Tax Returns of last three (03) years.	
9	Copy of storage license issued by the Explosives Department confirming atleast 10,000 litres storage capacity of Diesel.	
10	ANNEX-C of Monthly Sales Tax Returns for last twelve (12) months.	
11	Technical Evaluation Form (Annexure-D) including the following attachments:	
(a)	Details of Industrial/Commercial Customers who qualify criteria given at Serial No. 1 of the Technical Evaluation Criteria given at Clause No. 18 including company name, address, focal person, Contact No. etc.)	
(b)	Detail of previous experience relevant to this RFP along with proof in the form of completion certificates for completed service contracts for similar assignments of fuel management services which are comparable to this RFP's scope (as detailed in Clause 7), both in terms of nature of services and value of assignment ( <i>refer notes mentioned under Clause 16.6.3 for ascertaining comparability</i> )	
(c)	Profile/CVs of Management and Staff of the Bidder detailing their qualifications and experience.	
(d)	Valid documentary evidence establishing work relationship with any Federal or Provincial department /agency/body etc.	
12	Work Methodology required under Clause No. 16.6.5	
13	Financial Capacity of the Bidder (Annexure-E)	
14	Power of Attorney (Annexure-F)	
15	Undertaking (All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted (Annexure-G)	
16	Affidavit (Annexure-H)	

## ANNEXURE-A-2: TECHNICAL PROPOSAL CHECKLIST FOR JV BIDDER

*Note: bidders are required to place tags on documents containing Serial 1 to 17*

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 (mandatory for the Lead Partner, other partners may furnish Form C if AOP, or NTN certificate if Sole Proprietor or Registration Certificate if company).	
4	Proof of experience in petroleum business of majority of JV partners as an authorized agent/dealer/bulk customer/reseller/retailer of an Oil Marketing Company (OMC), 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. <i>For clarity, 2 out of 3 partners in case of total 3 partners, 3 out of 4 partners in case of total 4 partners, and both partners in case of only 2 partners must be primarily engaged in the petroleum business.</i>	
5	Copy of Tender Security of PKR 300,000/- 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 for at least Lead Partner.	
7	Registration Certificate for Sales tax along with proof of filer/active status - <i>mandatory for Lead Partner and for all those JV partners whose customers are claimed 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	Audited Financial Statements of last three (03) years or Income Tax Returns of last three (03) years - <i>applicable to Lead Partner and for all those JV partners whose details have been incorporated in Annexure-E, if any.</i>	
10	Copy of storage license issued by the Explosives Department confirming atleast 10,000 litres storage capacity of Diesel - <i>to be provided by any one of the JV partners.</i>	
11	ANNEX-C of Monthly Sales Tax Returns for last twelve (12) months: <i>mandatory for Lead Partner and for all those JV partners whose customers are claimed against Serial No.1 of the Technical Evaluation Form (Annexure-D)</i>	
12	Technical Evaluation Form (Annexure-D) including the following attachments:	
(a)	Details of Industrial/Commercial Customers who qualify criteria given at Serial No. 1 of the Technical Evaluation Criteria given at Clause No. 18 including company name, address, focal person, Contact No. etc.)	
(b)	Detail of previous experience relevant to this RFP along with proof in the form of completion certificates for completed service contracts for similar assignments of fuel management services which are comparable to this RFP's scope (as detailed in Clause No. 7), both in terms of nature of services and value of assignment ( <i>refer notes mentioned under Clause 16.6.3 for ascertaining comparability</i> ) - <i>Applicable to those JV partners whose past experience has been claimed against Sr. 2 of Annexure-D</i>	
c)	Profile/CVs of Management and Staff of the Bidder detailing their qualifications and experience - <i>Applicable to those JV partners whose</i>	

	<i>Human Resource capabilities &amp; competences have been claimed against Sr. 4 of Annexure-D.</i>	
(d)	Valid documentary evidence establishing work relationship with any Federal or Provincial department /agency/body etc. – <i>applicable to any one JV partner.</i>	
13	Work Methodology required under Clause No. 16.6.5 – <i>to be submitted by Lead Partner only on behalf of the JV.</i>	
14	Financial Capacity of the Bidder (Annexure-E) - <i>information of Lead Partner is mandatory whereas information of other JV partners can also be provided if needed by bidder to demonstrate financial capacity along with a summary.</i>	
15	Power of Attorney (Annexure-F) – <i>to be provided by all JV partners</i>	
16	Undertaking (All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted (Annexure-G)	
17	Affidavit (Annexure-H)	

**ANNEXURE-B: FORMAT FOR COVERING LETTER**

To,

(Name and address of Client)

**Sub:** \_\_\_\_\_.

Dear Sir,

1. Having examined the tender document and Annexure we, the undersigned, in conformity with the said document, offer to provide the services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
2. We undertake, if our proposal is accepted, to provide the services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Client.
3. We agree to abide by this proposal for the period of 180 days, as per requirement of the tender document, from the last date of submission of this tender and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We agree to execute a contract in the form to be communicated by the client, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
5. Unless and until a formal agreement is prepared and executed, this proposal together with the Client's written acceptance thereof shall constitute a binding contract agreement.
6. We understand that the Client is not bound to accept any or all of the bid it 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 12 and 16 of this RFP.

***Qualifying Criteria: Atleast 60% overall and at least 50% points in each category except Sr. 7 below:***

Sr.	Criteria	Enter Value / Input
1	No. of Industrial/Commercial Customers with Diesel sales quantity during last 12 months of: 50,000 Ltrs. to 79,999 Ltrs. 80,000 Ltrs. to 179,999 Ltrs. 180,000 Ltrs & Above	
2	Successfully completed Service Contracts of similar scope, as detailed in Clause No. 7, and comparable Value, as explained in Clause 16.6.2, during last 03 years	
3	Storage Capacity of Diesel	
4	Human Resource capabilities & competence	
5	Average annual turnover from petroleum business during last three years.	
6	No. of years of experience in petroleum business as an authorized agent/dealer/bulk customer/reseller/retailer of an Oil Marketing Company (OMC).	
7	Working with any provincial /federal government agency/department/body etc.	
	<b>Total Points</b>	

***Notes:***

- 1) *In case of JV, the above values at serial 1 to 5 may be combined for JV partners who are primarily engaged in the petroleum business.*
- 2) *Annual contract value of assignments mentioned at Sr. 2 of the Technical Evaluation Criteria given above must not be less than 75% of the annual reserve price calculated as:*

*Annual Reserve Price = 
$$\frac{\text{Reserve price given in Clause 1.2 of this RFP}}{\text{No. of years of initial contract period given in Clause No. 8 of this RFP}}$$*

**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	Year 1	Year 2	Year 3
<b>Information from Balance Sheet:</b>			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
<b>Information from Income Statement:</b>			
(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):

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

\_\_\_\_\_  
Authorized Signatures with Official Seal

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

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



**ANNEXURE-F: FORMAT OF POWER OF ATTORNEY**

**POWER OF ATTORNEY**

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

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_  
For \_\_\_\_\_

(Signature)  
(Name, Designation and Address)  
Accepted

(Signature)  
(Name, Title and Address of the Attorney)  
Date:

**ANNEXURE-G: UNDERTAKING**

**UNDERTAKING**

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

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature

(Company Seal)

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

Duly authorized to sign bids for and on behalf of:

**ANNEXURE-H: AFFIDAVIT**

**AFFIDAVIT**

**Integrity Pact**

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

\_\_\_\_\_  
Signature & Stamp

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

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

**Financial Proposal Submission Form (Part of Financial Bid Envelope)**

[Location, Date]

To,  
(Name and address of the Client)

Dear Sir,

We, the undersigned, offer to render services in accordance with the scope defined in the tender document for (Insert name of the tender document) dated (insert date) and our Technical Proposal.

Our Financial Proposal comprising the following three categories of charges is attached:

- 1) Monthly Fixed Service Fee** of PKR (*insert amount in words and figures*) exclusive of Sales Tax on Services.
- 2) Service fees for variable components** of Bid exclusive of Sales Tax on Services
  - a. Price of 1 comprehensive Lab Test for all specifications of High-Speed Diesel mentioned at Annexure-M amounting to PKR (*insert amount in words and figures*)
  - b. Service Fee per fuel delivery amounting to PKR (*insert amount in words and figures*).
- 3) Unit Price for flow meters**, valid for up to twenty (20) new flow meters amounting to PKR (*insert amount in words and figures*) exclusive of Sales Tax on Goods.

All prices mentioned in our proposal are exclusive of Sales Tax on Good & Services, which shall be added by the Purchaser over and above the quoted amount. Prices mentioned at Sr. 2 (a) and (b) above are subject to price adjustment as per Clause 17.1.3 of this RFP.

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 ineligible or blacklisted on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We, furthermore, pledge not to indulge in such practices in competing for or in executing the Contract and are aware of the relevant provisions of the Proposal Document.

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

Signed: \_\_\_\_\_

In the capacity of:

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

Date:

ANNEXURE-J: FINANCIAL PROPOSAL

Sr. No.	Item	Unit	Price / Unit PKR (A)	Quantity (B)	Total Price = A x B (PKR)
1	<b>Fixed Component:</b> Fixed Service Fee	Month		36	
2	<b>Variable Component:</b>				
(a)	Price of 1 comprehensive Lab Test for all specifications of High-Speed Diesel mentioned at Annexure-M.	No(s)		18	
(b)	Service Fee for fuel delivery	No(s)		72	
3	Supply, Installation, Testing and Commissioning of New Flow Meters with 01-year warranty and specifications mentioned in this document during the Contract period	No(s)		10	
				<b>Total = X</b>	

Important Notes:

- 1) Quantities mentioned in Column B above for Items 2(a) and 2(b) are estimates and are meant for bidding purposes only. The Client shall have the right to decide monthly frequency/quantity of Lab tests and fuel deliveries as per need, if any. Payment of such actual quantity ascertained by the Client shall be according to the Unit Rate quoted by the Bidder in Column 'A' against Serial 2(a) and 2(b) above.
- 2) Prices mentioned at Sr. 2 (a) and (b) above are subject to price adjustment as per Clause 17.1.3 of this RFP.
- 3) The quantity of new flow meters mentioned above at Sr. 3 above is the maximum quantity the Client may procure from the Service Provider at the rate provided/locked above during the Contract period (including any extension period thereof), depending upon requirement.
- 4) No advance payments shall be made.
- 5) Lowest value of "X" will determine the successful bidder, provided mandatory requirements are met.
- 6) The Bid Values above are exclusive of Sales Tax on Goods & Services which shall be added by the Purchaser over and above the quoted amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price.

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

Name of the Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

**ANNEXURE-K: PERFORMANCE SECURITY**

**PERFORMANCE SECURITY**

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgement Date:

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

\_\_\_\_\_) (in words \_\_\_\_\_)

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

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

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

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

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

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

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

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

Date this \_\_\_\_\_ day of 20\_\_\_\_\_.

**GUARANTOR**

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

**ANNEXURE-L: PENALTY MECHANISM/ SERVICE LEVEL AGREEMENT**

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

Sr. No.	Description of Infraction	Penalty for Non-performance
1	Disruption in Operation of PMBS Service due to failure of Service Provider to timely refuel the generators (within the allocated time slot) or in sufficient quantities.	<p>P = Average No. of boarding Passenger at affected station(s) per hour</p> <p>D = Downtime due to Service Provider's non-performance in hours</p> <p>F = Fare (Rs.) as applicable at the time of invoiced month.</p> <p><math>K = P \times D \times F</math></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 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	Failure to abide by any rules and regulations (including instructions) laid down by the Client	<p>A x 5000 in PKR per incident</p> <p>Where A = 1 to 10</p> <p>will depend upon the sensitivity of the incident as decided by the Client</p>
4	Failure to perform basic quality testing (Graduated Cylinder Fuel Test, water test and flash point test) at each delivery, as may be reported by the Client's representative/inspector.	<p>10% of Cost of Diesel Delivery (for that particular day) upon 1<sup>st</sup> occurrence</p> <p>25% of Cost of Diesel Delivery (for that particular day) upon 2<sup>nd</sup> occurrence</p> <p>50% of Cost of Diesel Delivery (for that particular day) upon 3<sup>rd</sup> occurrence</p> <p>75% of Cost of Diesel Delivery(for that particular day) upon 4<sup>th</sup>occurrence</p> <p><i>The Client may terminate the contract and forfeit performance security upon 4<sup>th</sup>occurrence</i></p>
5	Failure to ensure accurate recording of fuel quantity supplied/decanted as may be reported by the Client's representative / inspector.	<p>10% of Cost of Diesel Delivery (for that particular day) upon 1<sup>st</sup> occurrence</p> <p>25% of Cost of Diesel Delivery (for that particular day) upon 2<sup>nd</sup> occurrence</p> <p>50% of Cost of Diesel Delivery (for that particular day) upon 3<sup>rd</sup> occurrence</p> <p>75% of Cost of Diesel Delivery(for that particular day) upon 4<sup>th</sup>occurrence</p> <p><i>The Client may terminate the contract and forfeit performance security upon 4<sup>th</sup>occurrence</i></p>



6	Failure to contain spillage during fueling 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 resources human resources required to complete the duties of this contract to the satisfaction of the Client.	Amount equivalent to 10% of Performance Security upon issuance of 1 <sup>st</sup> written notice. Amount equivalent to 30% of Performance Security upon issuance of 2 <sup>nd</sup> written notice. Forfeiture of performance security and termination of the contract upon non-compliance to 2nd notice within specified time
9	Failure to ensure presence of its authorized representative(s) at any PMBS site or Client's office at short but reasonable notice when so required by the Client or respond to queries of the Client in a timely manner.	Rs. 20,000 per occurrence
10	Any Loss or damage caused to movable or immovable property of the Client or any other PMBS Service Provider directly and solely attributable to the Service Provider.	Replacement / repair cost of damage caused as assessed by the Client
11	Failure to remove broken-down delivery or staff vehicle from the PMBS corridor before commencement of Operations	Actual cost of removing broken down vehicle from the PMBS corridor as incurred by the Client + Rs. 20,000
12	Failure to arrange backup delivery vehicle within one hour in case of breakdown OR delay in fuelling from the prescribed schedule due to poor condition /arrangements of delivery vehicle	PKR 10,000 per incident
13	Failure to comply with O&M requirements as laid in scope of the contract within 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) and auxiliary 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 PMBS territory without valid entry Cards/permit issued by the Client.	The offender shall be liable to pay the prescribed fine under Rule 7 of the Punjab Masstransit Authority Rules, 2013, failing which he/she will be prosecuted under the provisions of the Punjab Masstransit Authority Act, 2012.
16	Voidance of Warranty due to supply and use of sub-standard fuel as described in the scope of contract	Up to 10% of the replacement Cost of Generator
17	Failure to arrange lab test as per scope of contract.	10,000 + (E x 2000) in PKR Where E = Each additional day after submission date prescribed by the Client (Max limit Rs 30,000 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	Luwat 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	Faizabad		350 KVA										350 KVA									
P1LUP	LUP		250 KVA										230 KVA									
P1POT	Potohar		250 KVA										230 KVA									
P1KHJ	Khyber-E-Johar		250 KVA										230 KVA									
P1FAP	Faiz Ahmed Faiz		250 KVA										230 KVA									
P1KSH	Kashmir Highway		400 KVA										400 KVA									
P1CHM	Chasman		250 KVA										230 KVA									
P1UES	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	Shahwed-E-Millat		250 KVA										230 KVA									
P1PRG	Parade Ground		250 KVA										230 KVA									
P1PKS	Pak Secretariat		250 KVA										230 KVA									

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

Sr. No.	Station ID	Station Name	Base Tank June 30 (L)				Base Tank July 31 (L)				Base Tanks Difference (L)				Aux Tank June 30 (L)			
			230 KVA	250 KVA	350 KVA	400 KVA	230 KVA	250 KVA	350 KVA	400 KVA	230 KVA	250 KVA	350 KVA	400 KVA	230 KVA	250 KVA	350 KVA	400 KVA
1	P1SDR	Saddar																
2	P1MRC	Marrir																
3	P1LQB	Liaqat Bagh																
4	P1CMC	Committee Chowk																
5	P1WAK	Waris Khan																
6	P1CHC	Chandni Chowk																
7	P1RHA	Rehmanabad																
8	P1SRD	6th Road																
9	P1SHA	Shamsabad																
10	P1FBD	Faizabad																
11	P1IJP	IJP																
12	P1POT	Potohar																
13	P1KHJ	Khyban-E-Johar																
14	P1FAF	Faiz Ahmed Faiz																
15	P1KSH	Kashmir Highway																
16	P1CHM	Chamman																
17	P1IES	Ibn-E-Sina																
18	P1KCH	Katchery																
19	P1CEN	P.I.M.S																
20	P1STE	Stock Exchange																
21	P1SAV	7th Avenue																
22	P1SHM	Shaheed-E-Millat																
23	P1PRG	Parade Ground																
24	P1PKS	Pak Secretariat																

**FUELING REPORT**

<b>Date</b>	5-Apr-15
<b>Total Fuel Filled</b>	0.00

S. No.	Site ID	Site Name	Delivery Form #	Genset ID	Vehicle Reg No.	Genset Capacity (KVA)	Generator Aux. Tank		
							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 100 words* each)
1	Theft prevention system for fuel inventory available in auxiliary tanks and Generator on Metrobus Corridor	
2	Repair, maintenance, and replacement of flow meters installed at Auxiliary fuel tanks in PMBS.	
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. 9.5 (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.

**ANNEXURE-P: GENERAL SPECIFICATIONS OF GENERATORS**

GENERAL SPECIFICATIONS OF GENERATORS						
Generator Model	P250H-2	P275H-2	P400-1	P450-1	P500-1	P700-1
Engine Model	GCB 325B	GCB330B	E13TAG2	E13TAG3	E15TAG1	E18TAG2
Prime Rating (KVA)	230	250	350	400	455	635
Max Power (KW) Prime	184	200	280	320	364	508
Tank Capacity (L)	350	350	888	888	888	1132
Bore(mm) x Stroke(mm)	116.6x135.9	116.6x135.9	130x157	130x157	137x171	145x183
Speed (RPM)	1500	1500	1500	1500	1500	1500
Estimated Fuel Consumption @ 110% load (Ltrs/hr)	53.9	58.1	79	89.2	103.1	139.9
Estimated Fuel Consumption @ 100% load (Ltrs/hr)	50.0	53.3	69.6	79.9	94.0	125.6
Estimated Fuel Consumption @75% load (Ltrs/hr)	39.5	42.1	53.0	60.7	71.8	93.3
Estimated Fuel Consumption @50% load (Ltrs/hr)	29.9	31.7	36.2	41.0	51.2	65.1