

Tender Document

JANITORIAL AND HOUSEKEEPING SERVICES FOR LAHORE METROBUS SYSTEM (SHAHDARA TO GAJJUMATTA)



THE PUNJAB MASSTRANSIT AUTHORITY

GOVERNMENT OF THE PUNJAB

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Important:

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

- This Request for Proposal ('RFP') does not constitute a binding agreement or an offer or invitation by the Punjab Masstransit Authority (PMA) to any party other than the qualified Bidders to submit the Bids. The principle purpose of this RFP is to provide the Bidders with information that shall form the basis of their proposals or bids. This RFP contains the minimum requirements and information desired by the Authority. The contents hereof may be supplemented by the Authority as it deems appropriate. Each Bidder may conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information given in this RFP to its satisfaction. The Authority makes no representation or warranty and shall incur no liability under any law, rules or regulations as to the accuracy, reliability or completeness of the RFP. The Authority may, at its sole discretion but without being under any obligation to do so, update, improve or supplement the information in this RFP.
- Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Conditional Bids and/or Bids received without valid documentary evidence, supporting documents and various requirements mentioned in the Bidding Documents are liable to be rejected at the initial stage. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny. It is intimated that no objection/revision/supplement shall be entertained regarding the terms and conditions of the Bidding Documents submitted by the Bidder.
- The Bidders are requested to access the website of Punjab Procurement Regulatory Authority (<http://www.ppra.punjab.gov.pk>) or the Punjab Masstransit Authority (www.pma.punjab.gov.pk) for all updates on this RFP such as addendums etc.
- This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time; and instructions of the Government of the Punjab (GoPb) received during the completion of the Operation.
- The Bidder is advised to obtain for himself, at his own cost and responsibility, all information that may be necessary for preparing the Bid and entering into a Contract for execution of the Works/facility. This shall include but not be limited to the following:
 - Relevant laws, rules, and regulations of Pakistan including Income Tax and Sales Tax laws/rules
 - Customs duties and other import taxes applicable in Pakistan
 - Information regarding port clearance facilities, loading and unloading facilities, storage facilities, transportation facilities and congestion at Pakistan seaports.
 - Investigations regarding transport conditions and the probable conditions which will exist at

the time the Equipment will be actually transported.

- It is the sole responsibility of the bidders that the bids reach the address and before the closing time and date, mentioned in the advertisement and Section 2 of this RFP. Any bid which is received after the closing time or deadline shall be rejected. If the deadline of the submission happens to be a holiday, bids will be opened at the same time and address, on the next working day.
- By submitting the proposal, the bidders confirm that they have taken into account all the documents including this RFP and addenda (if any), all the annexes and as the case may be, the appendices to the annexes. It is the sole responsibility of the bidder to check the websites mentioned in advertisement and Section 1 of this RFP for addenda if any before submission of the bids .
- By submitting the bid, each bidder also warrants that they are legally authorized to perform the services in Pakistan and that they are not in default with the tax obligations in their country of origin and/or Pakistan
- PMA observes the highest standard of ethics during the procurement process and execution of such contracts. PMA will reject a bid if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.

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1. Invitation to Bid

Punjab Masstransit Authority, Government of the Punjab (GoPb) invites bids for providing JANITORIAL AND HOUSEKEEPING SERVICES FOR LAHORE METROBUS SYSTEM (SHAHDARA TO GAJJUMATTA)

The Tender Number is PMA-TNDA-LMBS-L1-JH/01/2021

1.1. Tender Reserve Price

The Reserve Price for this Tender is PKR 22,871,110/- per month excluding Sales Tax on Services. The estimated Contract Price can be calculated according to the following Formula:-

$$\begin{aligned}\text{Contract Price} &= \text{Monthly Rate} \times 12 \times \text{Contract life in years} \\ &= 22,871,110 \times 12 \times 3 = \text{PKR } 823,359,960/-\end{aligned}$$

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

1.2. PPRA Rules to be followed

Punjab Procurement Rules 2014, as modified from time to time will be strictly followed. These may be obtained from PPRA's website: <http://ppra.punjab.gov.pk> In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2014.

1.3. Mode of Advertisement(s)

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

1.4. Type of Tender

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

1.5. Type of Open Competitive Bidding

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

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

- ii. The envelopes shall be marked in bold and legible letters to avoid confusion, as follows:
 - a. “ENVELOPE-NO. 1:TECHNICAL PROPOSAL”
 - b. “ENVELOPE-NO. 2:FINANCIAL PROPOSAL”
- iii. Initially, only the ENVELOPE-NO. 1 marked TECHNICAL PROPOSAL shall be opened;
- iv. ENVELOPE NO 2 shall be retained in the custody of the Client without being opened;
- v. The technical proposal will be evaluated in a manner as per the clauses mentioned in this document; and proposals which do not conform to the specified requirements as listed in said document will be rejected.
- vi. During the technical evaluation no amendments in the technical proposal shall be permitted;
- vii. The ENVELOPE-NO. 2: FINANCIAL PROPOSAL of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- viii. The technically qualified bidder with lowest financial bid will be the successful bidder.
- ix. The Client will invite the successful bidder to enter into an Agreement to provide Janitorial and Housekeeping Services for Lahore Metrobus System (Shahdara to Gajjumatta)

2. **Bidding Details (Instruction to Bidders)**

All bids must be accompanied by a Demand Draft / Pay Order/ Bank Guarantee of **PKR One (01) Million** as bid security in favor of “**Punjab Masstransit Authority**” issued by a scheduled bank allowed carrying financial transactions in PAKISTAN. *Clause 18 gives details on Tender Security.*

The bids along with the Demand Draft / Pay Order/ Bank Guarantee, Tender Forms, Affidavits, etc., must be dropped in Tender Box placed at the Office of the Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN, on or before **1100 hours Pakistan Standard Time (PST) dated 14th July, 2021**. The Technical bids will be publicly opened in the Committee Room of the Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), at **1130 hours Pakistan Standard Time (PST) dated 14th July, 2021**.

The Punjab Masstransit Authority shall hold a clarification meeting at 1500 hours Pakistan Standard Time (PST) dated 6th July, 2021.; at the Committee Room, Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN. Bidders in case of any queries for seeking clarifications regarding the specifications of the services may send their queries in writing to the office of Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN, or email to the designated address on

or before 5th July, 2021.; or raise them during the Clarification Meeting. All queries shall be responded to within due time and Minutes of Clarification Meeting will be deemed as part of the RFP and will be made public by uploading on PMA official website. No query shall be responded if received after the Clarification Meeting.

The bidder must submit bids on the basis of complete fulfillment of requirements. Failure to meet this condition may cause disqualification of the bidder. The bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The attention of bidders is drawn to the provisions of Clause on **“Determination of Responsiveness of Bid”** regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Document.

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

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

Punjab Masstransit Authority

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

Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated. Client will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids. As an Authority competent to accept the tender, Client reserves the right to cancel the tender, or reject all bids prior to acceptance of bid as per PPRA Rule 35

3. Definitions

3.1 “LMBS” means Lahore MetroBus System

3.2 “AFC-BSS” means Automated Fare Collection and Bus Scheduling System,

3.3 “PMA” means Punjab Masstransit Authority, established by the Government of Punjab.

3.4 “Client/Procuring Agency/ Procuring Entity” means Punjab Masstransit Authority (GoPb)

- 3.5** “**Successful Bidder**” means the one technically qualified bidder with lowest financial bid, who has the probability of award of contract **for the Janitorial and Housekeeping Services for Lahore Metrobus System (Shahdara to Gajjumatta)**, subject to necessary approvals and applicable policies.
- 3.6** “**Service Provider**” means the Successful Bidder after award of the contract.
- 3.7** “**Registered Company**” means a company duly registered under Companies Ordinance 1984 with Security and Exchange Commission of Pakistan. In case of international bidder in a JV, if not registered in Pakistan, must be registered in their country of origin.
- 3.8** “**Confirmation**” means confirmation in writing.
- 3.9** “**Bidder**” means a single entity or a joint venture that has submitted its bid as per the criteria/specifications listed.
- 3.10** “**Contract**” means the contract proposed to be entered into between the procuring entity and the Bidder, including all attachments, appendices, and all documents incorporated by reference therein.
- 3.11** “**Contract Price**” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- 3.12** “**Clarification Meeting**” means the meeting conducted by the procuring entity on given date and time prior to actual date of bid opening for clarifying the queries of the prospective bidders..
- 3.13** “**Procurement Methods**” means any one of the procurement modes / methods as provided in the Punjab Procurement Rules 2014 published by the Punjab Procurement Regulatory Authority (PPRA), Government of Punjab, as amended from time to time.
- 3.14** “**Proposal**” means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a bidder in response to RFP.
- 3.15** “**RFP**” means Request for Proposals, including any amendments that may be made by the procuring entity for the selection of bidder.

- 3.16** “**SBD**” means Standard Bidding Documents.
- 3.17** “**SCC**” means the Special Conditions of Contract.
- 3.18** “**Services**” means the tasks to be performed by the bidder pursuant to the Contract as listed under Section 8.2
- 3.19** “**TEC**” means the Tender Evaluation Committee, constituted for the purpose of evaluating the Proposals received.
- 3.20** “**Terms of Reference**” or “**TOR**” means the document which explains the objectives, scope of work, activities, task to be performed, respective responsibilities of the procuring entity and the bidder, and expected results and deliverables of the assignment.
- 3.21** “**VC/Venture Capitalist/Venture Capital firms**” means A person or investment firm that makes venture investments
- 3.22** “**Works**” means work to be done by the Service Provider under the Contract.
- 3.23** “**GoPb**” means Government of the Punjab
- 3.24** “**GoP**” means Government of Pakistan
- 3.25** “**Applicable Law**” means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and enforced from time to time
- 3.26** “**Effective Date**” means the date on which this Contract comes into force and effect pursuant to Clause 7;
- 3.27** “**Member**” means entity in case of a Joint Venture. “**Members**” means all of these entities;
- 3.28** “**Solid Waste**” means both hazardous and non-hazardous in nature generated from MBS routes.
- 3.29** “**Sweeping**” Manual & mechanical sweeping
- 3.30** “**Station**” means a place earmarked on the LMBS corridor where buses travelling in either direction stop for a specified duration allowing passengers to board or alight from Metro Buses.

This includes platform, pedestrian bridge / underpass, staircase, escalators, elevators, ticket both, washrooms and all other structural, architectural, functional components and amenities.

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

4. Headings and Titles

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

5. Notice

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

- 5.1.1 in writing;
- 5.1.2 issued within reasonable time;
- 5.1.3 served by sending the same by courier or registered post or by hand to their principal office in Pakistan or such other address or email as they shall notify for the purpose; and
- 5.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

6. Tender Scope

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

6.2 Overview and Objectives

PMA realizes the importance of providing safe, efficient, comfortable, and affordable Transport to the public and commissioned the MetroBus Corridor. The Client seeks to induct Janitorial and Housekeeping Services for Lahore Metrobus System (Shahdara to Gajjumatta). The prospective Service Provider will provide services for 5 years.

LMBS initially spans over approximately 26.1 KM running from Shahdara to Gajjumatta through Ferozpur Road named as Green Line. Key locations are targeted to maximize ridership from all surrounding areas. 27 stations are built throughout the entire route of LMBS. The pictures below highlights general station layout and its perspective view.



SALIENT FEATURES OF THE PROJECT

- Total length of the corridor from Gajjumata to Shahdara is 26.1 Km.
- Two lane - limited access corridor (10m wide). Access is controlled by fenced barrier along the curb sides. Intersections are at Nishter Station, Naseerababd Station, Kalma Station, Timber Station, Niazi Station and Ravi Bridge.
- Portion from Canal to Bhati Station is elevated (8.3 Km)
- Portion from Niazi Station till start of Ravi Bridge is Mixed traffic zone.

- Total 27 Stations having average inter-distance of 1 km. Each station has two platforms each with three (03) docking bays except MAO College station which has five (05) docking bays. 18 numbers of stations are at-grade while 9 stations are elevated.
- The access to the stations is grade-separated. Pedestrian bridge is used for station access except Kalma, Canal , Qartaba and Azadi Stations where station access is through pedestrian underpasses. One additional underpass is near Ichra stations used for road crossing. This underpass contains shops owned by PMA which are currently being used as stores.
- MAO, Qartaba and Canal stations have multiple accesses (at least four).
- The pedestrian bridges and underpasses are used for stations access as well as road crossing.
- There are total 100 escalators. At-grade stations have 4 escalators each. Elevated stations have 2 escalators each, except Qartaba, Canal and MAO where number of escalators are 10,10 and 4 respectively.
- There are total 664 Platform Sliding doors in the system. Each platform has three (03) docking bays except MAO which has five (05) docking bays while each bay has four (04) sliding doors.
- There are 1300-1500 light poles along the corridor to make it well lit when required.
- Station power is backed up by 100 KVA and 200 KVA gensets whose fueling is done during non-operational hours (11:00 PM – 5:30 AM).
- Bus Operational hours are from 6:15 AM to 11:00 PM according to the prevalent schedule and is subjected to change when desired by the Authority.
- There are station amenities such as water coolers, water motors, washrooms, ticket booths, Ticket Vending Machines, Announcement System, Surveillance Cameras, Passenger Information screens, gensets, transformers, turnstiles etc. Washrooms, water motors and transformers are located outside the stations at varying accessible distances from the stations.
- Automated Fare Collection (AFC): Two types of electronic fare media are used i.e. token and smart card which are validated at turnstiles before entering into the platforms
- Intelligent Transportation System (ITS) at intersections providing Metrobus Signal Priority.
- 64 Articulated air conditioned buses (seating capacity 38+1, total capacity 160 per bus)
- Terminal stations i.e. Shahdara and Gajjumatta have bus turnarounds and bus parking space

- Operations is monitored and controlled through Command & Control Center located in Arfa Karim Software Technology Park (ASTP), 5th Floor, Ferozpur Road, Lahore
- The average ridership details are as follows;

AVERAGE DAILY RIDERSHIP 2015	
STATION	TOTAL
Shahdara	21,741
Niazi Chowk	4,972
Timber Market	2,507
Azadi Chowk	3,815
Bhatti Chowk	8,522
Katchery	3,913
Civil Secretariat	3,768
MAO College	6,662
Janazgah	1,446
Qartaba Chowk	4,406
Shama	2,893
Ichra	5,622
Canal	7,549
Qaddafi Stadium	2,147
Kalma Chowk	7,458
Model Town	2,593
Naseerabad	1,855
Ittefaq Hospital	6,634
Qainchi	4,918
Ghazi Chowk	5,739
Chungi Amar Sidu	6,136
Kamahan	3,378
Attari Saroba	2,476
Nishter Colony	3,877
Youhanabad	1,631
Dulu Khurd	1,813
Gajju Matta	9,973
TOTAL	138,442

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

7. Contract Type and Duration

Contract will be for Janitorial and Housekeeping Services for Lahore Metrobus System (LMBS) for a period of 03 Years from taking over of all stations, extendable upon satisfactory performance and mutual agreement up to 02 years.

Sponsorship of Operation: Punjab Masstransit Authority– GoPb

Technical Evaluation: Punjab Masstransit Authority, GoPb.

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

8. Services Required

Contractual obligations Roles and Responsibilities shall be as under:

8.1 CLIENT RESPONSIBILITIES

- 8.1.1 Undertake and complete a competitive and transparent bidding process to select the successful bidder.
- 8.1.2 Follow PPRA Rules 2014, as revised from time to time, and procedures for bidding process to ensure transparency and economically efficient outcome.
- 8.1.3 Advertise the project to initiate the procurement process and conduct evaluation of bids (technical and financial) submitted against this tender document.
- 8.1.4 Be responsible for the conduct and functioning of all staff employed in the PMA. The PMA staff shall provide efficient services, polite and courteous behavior towards Service Provider, and passengers. The Client shall be liable for any misconduct or unreasonable offense of its employees and shall take prompt and appropriate action.
- 8.1.5 Attempt to grant timely approvals and documents when required.
- 8.1.6 Implement the Service Level Agreement and levy penalties in case of deficiencies in performance.
- 8.1.7 Make payments to the Service Provider on monthly basis subject to Clause 14 of the Contract.
- 8.1.8 The Client reserves the right to modify this coverage as deemed appropriate to meet its needs subject to the stipulations made in clause 16 of General Conditions of the Contract.

8.2 SCOPE OF WORK FOR SERVICE PROVIDER

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

8.2.1 GENERAL REQUIREMENTS

The Service Provider shall

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

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

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

the contract and the Client shall not be held responsible. Any compensation, expenditure and legal liability towards the treatment of such injury or loss of life shall be the sole responsibility of the Service Provider.

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

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

$$F = 0.3386 + 0.6614 (MWR_n / MWR_b)$$

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

Where:-

F = Adjustment Factor

MWR_n = New Minimum Wage Rate

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

R_n = Revised Monthly Service Charges

8.2.2 EQUIPMENT AND MACHINERY

The apparent silence of equipment specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best

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

8.2.2.1 Provide Mechanical sweeping of the corridor keeping in view the following requirements:-

- a. Mechanically sweep the corridor on daily basis or as required by the Client during non-operational hours.
- b. Service Provider shall be responsible for vehicle ownership, operation and all maintenance / repair and replacement of such vehicles and its parts. It shall have the Client's logo prominently displayed at all times.
- c. Mechanical sweepers shall be adequate in number and in good working condition. Minimum number of vehicles to be provided will be two (02).
- d. The working vehicles will be truck mounted or in single piece.
- e. The vehicles must be capable of mechanically sweeping the corridor to a minimum effective width of 2.2 meters and shall have all major components in a sufficient manner for the efficient operations including but not limited to, Brush System, Conveyor system, Garbage Collection System, Watering System, Suction and Vacuum system, etc. Watering System shall be designed as to prevent creating dust.
- f. Sweeping speed shall be between 2 to 18 km/h, and shall be adjustable on vehicle.
- g. The cooling system of the vehicles shall keep the engine operatable up to 55°C outdoor temperatures.
- h. In vehicles, there shall be headlights, turning signal lamps, brake lamps, stop lamps, xenon headlights and fog lamps, headlight protection grills.
- i. Engine shall be adequately insulated for noise and vibration; noise level shall be lowered to the minimum level.
- j. Insulation material used shall be flame retardant.
- k. There shall be two rotating warning beacon lamps, one on each side, right and left one beacon lamp on top center back part of the dumper.

- l. On the back, there shall be a illuminated arrow panel manufactured with LED technology, in order for warning oncoming traffic from behind while sweeping is in progress. It shall give warning to the left when sweeping the right side, and to the right when sweeping the left side. When sweeping is started the warning shall automatically be activated. Panel dimensions shall be approximately 700 mm x 700 mm overall unless otherwise stated.
- m. The vehicles shall not enter the corridor without Client's permission.
- n. The payment will be made based on distance swept with the effective width in kilometers.
- o. The vehicles shall be equipped with Geo Positioning System (GPS). The Service Provider shall provide web based interface to the Client to track the vehicles online. The system must be able to generate reports including Sweeper location based report, online and offline tracking, Distances Swept with time taken and average speeds, stop time and location for at least past 45 days. The interface and format of the reports shall be approved by the Client.

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

- a. Mechanically wash the corridor on weekly basis or as required by the Client during non-operational hours.
- b. Service Provider shall be responsible for vehicle ownership, operation and all maintenance / repair and replacement of such vehicles and its parts. It shall have the Client's logo prominently displayed at all times.
- c. Mechanical washers shall be adequate in number and in good working condition. Minimum number of vehicles to be provided will be two (02).
- d. The working vehicles will be truck mounted.
- e. Vehicles shall be designed for purposes of washing roads with high pressure carrying sufficient equipment to perform. Equipment shall comprise but not limited to water tank, high pressure pump with pistons, normal pressured water pump, water equipment cabinet, service pipe, water nozzles, water control valves. During the operation if required, adequate janitors will follow the vehicle and perform manual cleaning and sweeping.
- f. The tank capacity shall be sufficient to avoid any refill during its operations.
- g. The high pressured water shall also be used for cleaning of drainage sleeves and

drainage outlet pipes in the corridor.

- h. In vehicles, there shall be headlights, turning signal lamps, brake lamps, stop lamps, xenon headlights and fog lamps, headlight protection grills.
- i. Engine shall be adequately insulated for noise and vibration; noise level shall be lowered to the minimum level.
- j. Insulation material used shall be flame retardant.
- k. There shall be at least one warning beacon lamp on the top.
- l. The vehicles shall be equipped with Geo Positioning System (GPS). The Service Provider shall provide web based interface to the Client to track the vehicles online. The system must be able to generate reports including Washer location based report, online and offline tracking, Distances cleaned with time taken and average speeds, stop time and location for at least past 45 days. The interface and format of the reports shall be approved by the Client.

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

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

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

8.2.2.5 Arrange, operate and maintain at least one (01) water bowser to refill the water tank at station to maintain supply of water for drinking and washrooms in case local source becomes unavailable. The approximate capacity of water tanks at stations is 4000-5000 gallons.

- 8.2.2.6 Arrange, operate and maintain at least one (01) garbage compactor truck for transportation of the entire corridor waste to designated city disposal points / dumping sites. The garbage compactor truck must comply to the following minimum or higher specifications:
- a. The working vehicle will be truck mounted or in single piece.
 - b. Pack Plate type with Capacity of 4 -5 Cubic Meter
 - c. The vehicles must have all major components for efficient operations including but not limited to Press Plate, Hydraulic Pump, Hydraulic Cylinders, Hydraulic oil tank with gauge, waste water tank.
 - d. The cooling system of the vehicles shall keep the engine operatable up to 55°C outdoor temperatures.
 - e. There shall be headlights, turning signal lamps, brake lamps, stop lamps, xenon headlights and fog lamps.
 - f. The vehicles shall be equipped with Geo Positioning System (GPS). The Service Provider shall provide web based interface to the Client to track the vehicles online. The system must be able to generate reports including, online and offline tracking, stop time and location for at least past 45 days. The interface and format of the reports shall be approved by the Client.
- 8.2.2.7 Maintain the necessary materials and aids for housekeeping service. A list of minimum requirements is given below:-
- Floor wiper, Floor mops, Buckets and Baskets, Floor brush with handle, Glass wiper, Soft broom, Hard broom, Duster, Cobweb brush, Phenyl and other disinfectants, Dust pan, Garbage bags, Waste bins, mop, detergent powder, cloth, toilet brush, toilet cleaners etc.
- The Service Provider's obligation is not limited to the mentioned list, and other things which are necessary to perform the Service Provider's obligation and not mentioned shall also be present on site at any time during the contract period.
- 8.2.2.8 Operate and maintain toilets including but not limited to lights, sanitary fittings, exhaust fans, doors etc after formally taking over from PMA. In addition secure toilets during operational hours. During non-operational hours, after completion of night time activities, hand over the toilets to PMA security.
- 8.2.2.9 Arrange and maintain appropriate number of waste bins. The number and design

shall be approved by the Client first.

- 8.2.2.10 Arrange and maintain portable cabins for storage of equipment and material at stations (if required).
- 8.2.2.11 The Service Provider shall ensure that equipments remain in working condition and performs its functional intended use throughout the Contract for which the Service Provider shall make all necessary arrangements and backups
- 8.2.2.12 The Service Provider shall perform periodic and forced maintenance as per Manufacturer's Manuals and maintain all records. The records shall be submitted to the Client as and when desired by the Client.
- 8.2.2.13 Near conclusion of the Contract excluding terminations for default or insolvency , the Service Provider shall submit a claim for the residual values of all those equipments / machinery procured for this project mentioned in section 8.2.2.1 to 8.2.2.6. and under ownership and possession of the Service Provider. The claim shall be supported by valid evidences and documents. PMA after scrutiny, will approve the claim amount. This amount shall be reflected in the new Tender with terms and conditions including payment of approved claim amount from the new Service Provider to the existing Service Provider. Once the new Service Provider is engaged and ready to take over the Project, PMA shall arrange the payment of the residual values. Subsequently the existing Service Provider shall hand back all such procured equipments / machinery along with all accessories, manuals, brochures etc in good and working condition to the new Service Provider. The Hand back shall be considered as transfer of the ownership and possession of the equipment / machinery to the new Service Provider.

8.2.3 JANITORIAL AND HOUSEKEEPING PERSONNEL

Appoint one personnel for every three (03) stations to act as a Supervisor during operational hours. In addition, the Service Provider shall deploy and ensure presence of at least 216 janitors in morning shift, 216 janitors in the evening shift and 86 janitors in the night shift for all Metro stations (Total = 518). At least one (01) female and one (01) male will be permanently positioned at washroom at each station. The Service Provide shall submit a detailed deployment plan before taking over identifying the optimum resource distribution at each station and for every shift. It is clarified that the contractual responsibilities of the Service Provider cannot be reduced and the minimum specified quantity of personnel shall not be construed as a waiver from any obligation mentioned in this contract. The Service Provider shall remain fully responsible for all contractual requirements and in case a need emerges for additional resources, the Service Provider shall deploy the same to meet the gap. The Service Provider may withdraw/re-deploy personnel over

and above the minimum requirement with prior approval of the Client. The Service Provider shall ensure that :-

- 8.2.3.1 Hiring, training and administration should be of motivated and professional employees that meet or exceed the Client's expectations.
- 8.2.3.2 All Service Provider's staff, except managerial level personnel, on duty shall wear uniform. The Service Provider shall provide seasonal uniforms and weather-appropriate protective clothing to its staff necessary to support continuous performance of contract requirements. The color and style of uniforms will be selected by the Client from amongst different options provided by the Service Provider
- 8.2.3.3 The appearance of the Service Provider's staff will be instrumental in creating a favorable image of LMBS. Their appearance shall set a good example. The Service Provider shall ensure that its personnel at all times present a neat and clean appearance, paying particular attention to their personal hygiene, bearing, uniform, and equipment.
- 8.2.3.4 All personnel are provided with the appropriate identification. The identification shall include display of valid Janitorial and Housekeeping Company ID, containing a picture of the staff, at all times while in the facility as part of their uniform requirements.
- 8.2.3.5 All Janitorial and Housekeeping personnel assigned must be alert, punctual, physically fit, in good health, without physical/mental abnormalities/defects which could interfere with the performance of his/her duties
- 8.2.3.6 None of its personnel neither report to duty nor perform duty under the influence of alcoholic beverages or intoxicating substances etc.,
- 8.2.3.7 Janitorial and Housekeeping personnel shall, at all times, be polite, courteous, respectful and responsive to passengers, Authority officers, other service providers etc.
- 8.2.3.8 No Janitorial and Housekeeping personnel shall leave premises assigned, unless properly relieved by field supervisor or next shift of Janitorial and Housekeeping personnel. The Janitorial and Housekeeping posts/places shall not be left unmanned at any time during the period of the contract.
- 8.2.3.9 If the assigned staff does not report on time the Service Provider is required to send a replacement immediately, in order to prevent any possible compromise of the

Janitorial and Housekeeping operation.

- 8.2.3.10 The Janitorial and Housekeeping Personnel shall take appropriate action to preclude or minimize loss and render reports of all incidents, accidents, property damage, and maintain all records in connection with the duties and responsibilities of the Janitorial and Housekeeping force.
- 8.2.3.11 Facilitation to the Client is provided to inspect its services at any time.
- 8.2.3.12 All records in connection with the duties and responsibilities of its personnel are maintained.
- 8.2.3.13 At least one representative is deployed to be stationed at the LMBS Command and Control Center during the operational hours.

8.2.4 **SPECIFIC REQUIREMENTS**

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

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

The service provider shall;

- a. Sweeping and mopping with use of phenyl and high quality disinfectant;.
- b. Floors shall be cleaned with broom and then mopped with a wet cloth. The water used shall be clean, and the mop shall be washed.
- c. Conduct cleaning / dusting of electrical installations and all fixtures
- d. All glass surfaces including but not limited to Passenger Sliding Doors (PSDs) shall be cleaned from internal and external side with soap water and then cleaned with absorbent paper to make the surface free of any dust and dirt.
- e. Clean all the signage with soft cloth.
- f. Cleaning and disinfection of stains such as Pan spitting and picking of cigarettes buds etc.
- g. Arrange cleaning of baskets, wastepaper baskets, cob-webs, switches, door knobs etc.
- h. All the horizontal surfaces like counter ledge, turnstile tops, seats to be wiped with wet cloth and dry cloth making it free of any dirt;

- i. Accumulated dirt between wooden members in seats to be cleaned with a brush before wiping with a cloth.
- j. Keeping staircases and railing neat clean on pedestrian bridges
- k. Keeping paved area clean including footpath / walkway for pedestrian access to stations around outer escalators, staircase and washroom. The area will be cumulative, up to a radius of 30 meters when measured from each corner of these structures.
- l. Cleaning of exterior walls exposed to the open environment.
- m. Cleaning of all roofs/ceilings/canopies at least once a month for which the mechanism shall be subjected to the approval from the client.
- n. Carrying out measures to eliminate accumulation of water, and other relevant measures such as fumigation to prevent growth of dengue mosquito.
- o. Ensure availability of water at stations at all times. This shall include such cases when water is not available from the station source due to any reason whatsoever.

8.2.4.2 Bath Rooms / Toilets

The service provider shall

- a. Generally operate and maintain the toilets in all respects including but not limited to lights, sanitary fittings, exhaust fans, doors, plumbing ,replacement of defective water taps, sanitary fittings, water tanks and washrooms fixtures.
- b. Clean and disinfect sanitary fittings and fixtures at all times during the bus operations hours.;
- c. Provide liquid soap dispenser, automatic air freshener, toilet disinfectant etc and provide its refilling and replenishment as and when required. A minimum stock of toilet papers shall be maintained for each washroom which will be provided upon user demand or any other situation when required.
- d. Ensure dry cleaning of glass windows, doors and partitions at least once a day from both inside and outside and wet cleaning of glass windows, doors and partitions at least once a week from both inside and outside.
- e. Keep washrooms whiff free and spray air fresheners as and when required
- f. Make washing and disinfection of floors after close of operations on daily basis.

8.2.4.3 Management of Solid Waste in Offices / Stations

The service provider shall:

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

8.2.4.4 Cleaning of Escalators

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

8.2.4.5 Cleaning of Bus Corridor

The service provider shall:

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

8.2.5 **CLEANING SCHEDULE**

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

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

24	Washing of waste bins		✓			
25	Mechanical Sweeping of the corridor	✓				
26	Mechanical Washing of the corridor		✓			
27	Drinking water testing at each station					✓

8.2.6 **REQUIEMENTS FOR PMA OFFICE**

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

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

Sr. No	Description	Morning Shift	Evening Shift	Night Shift
1	Senior Liaison Officer / Authorized Representative	As required in the scope of work		
2	Station Supervisors at stations	9	9	0
3	Janitors at stations	216	216	86
4	Janitors at Ichra Underpass	1	1	0
5	Control Room Staff	1	1	0
6	Janitors at PMA office	2	2	0
7	Staff for Mechanical Sweeping	As required in the scope of work		
8	Staff for Mechanical Washing	As required in the scope of work		
9	Other services in the scope such as cleaning of roof and canopies, maintenance of washrooms, fumigation, pumping out of accumulated water, water supply at stations when required etc.	As required in the scope of work		

9. Key Service-level Parameters

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

10. Payments

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

11. Bidder's Eligibility

An eligible Bidder is a Bidder who:

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

12. Tender Cost

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

13. Joint Venture

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

- a. The Bidders may form a joint venture of maximum four Bidders. An Agreement Deed legally executed to that effect, or a Memorandum of Understanding (MOU), signed by all the partners shall be submitted with the Tender. All partners of the JV must be Registered Companies in the country of origin. Venture Capitalist firms can also become member of the JV.
- b. One partner will be designated the lead partner and would enter into legal contract with Client and would be liable to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners. A power of attorney to that effect, legally executed, signed by all the partners shall be submitted with the Tender.
- c. There must be at least one locally registered company (Partner) of proven track record and relevant experience, in the joint venture that must be the lead partner.
- d. The Lead Partner in case of joint venture shall not be allowed to assign the contract or any part thereof to another party, without permission of the Client. The Client may perform proper due diligence before granting any permission to lead partner for assignment of contract or part thereof to another party.
- e. All the partners shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The Tender, and in case of successful Tender, the Contract Deed, to that effect, shall be signed by the lead partner.
- f. Partners other than the lead would also be bound by the terms and conditions of the contract.

14. Examination of the Tender Document

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

15. Amendment of the Tender Document

- 15.1 The Client may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender

Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).

- 15.2 The Client shall notify the amendment(s) which shall be advertised in the same manner as originally done.
- 15.3 The Client may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Client and the Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

16. Preparation / Submission of Tender

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

Documents Required For Substantial Responsiveness:-

- 16.5.1 Firm establishment record in form of Company Registration with SECP/Certified Copy of Certificate of Incorporation (In case of JV Applicable to all members, equivalent documents from the country of origin in case of foreign companies not registered in Pakistan and are part of JV)
- 16.5.2 Evidence to establish experience for at least 5 years in Janitorial and Housekeeping Services (In case of JV applicable to any member).
- 16.5.3 Valid NTN registration certificates (In case of JV Applicable to all members, equivalent documents from the country of origin in case of foreign companies not registered in Pakistan and are part of JV).

- 16.5.4 Income tax returns for the last three years (In case of JV Applicable to all members, equivalent documents from the country of origin in case of foreign companies not registered in Pakistan and are part of JV).
- 16.5.5 Copy of Demand Draft / Pay Order/ Tender Security of PKR One Million(PKR 1,000,000/-) vide clause 18 (Tender Security) of tender document).
- 16.5.6 FORM TECH-08: Undertaking as a non-blacklisted firm (In case of JV, applicable to each member)
- 16.5.7 In case of JV only :-
- a. Agreement Deed / Memorandum of Understanding (MOU)
 - b. Evidence to establish proven track record and relevant experience of lead member

Documents Required for Technical Evaluation and other requirements

- 16.5.8 FORM TECH-0: Covering letter duly signed and stamped by authorized representative.
- 16.5.9 FORM TECH-1: Technical Proposal Submission Form
- 16.5.10 FORM TECH-2: Joint Venture Details (In case of JV only)
- 16.5.11 FORM TECH-3: Details required for Technical Evaluation Form along with following evidences to establish quoted information:-
- 16.5.11.1 Sr. No 1 (Contracts worth executed in last 05 years) - Contract Documents, completion certificates OR any other valid evidence clearly establishing required worth. List of contracts along with their title, client's name, start date, end date, duration, salient features of the scope, total contract value, contract worth executed within last 05
 - 16.5.11.2 Sr. No 2 (Total staff under employment) - Evidence of each staff member's last drawn salary. List of staff along with their name, company ID, National ID, contact details. .
 - 16.5.11.3 Sr. No 3 (Experience in years) - Evidence to establish quoted number of years (In case of JV, applicable to any one member with maximum experience)
 - 16.5.11.4 Sr. No 4 (Experience with Public Sector Organization) - Experience Letter OR Any other valid document for evidence
 - 16.5.11.5 Sr. No 5 (Clientele) - Experience Letter OR Any other valid document for evidence. List of Clientele including client's name, contract person name, contact person designation, official address and contact details.

16.5.11.6 Sr. No 6 (Average Annual Turnover for last 3 years) & Sr. No 7 (Net Worth in last year) - Audited Financial Statements for the last three years

16.5.12 FORM TECH-4: Financial Strength of the Bidder

16.5.13 FORM TECH-5: Power of Attorney

16.5.14 FORM TECH-6: Undertaking

16.5.15 FORM TECH-7: Affidavit (Integrity Pact)

16.5.16 Scanned copy of Technical Proposal in USB

16.6 The Financial Proposal shall comprise the following:

16.6.1 FORM FIN-1: Financial Proposal Submission Form

16.6.2 FORM FIN-2: Price Table

16.6.3 FORM FIN-3: Original Demand Draft / Pay Order/ Tender Security of PKR One Million(PKR 1,000,000/-) vide clause 18 (Tender Security) of tender document).

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

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

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

[Name of the Client]

[Address of the Client]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

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

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

[Name of the Client]

[Address of the Client]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

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

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

[Name of the Client]

[Address of the Client]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

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

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

[Name of the Client]

[Address of the Client]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

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

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

Strictly Confidential

Open on [Last Date of submission of the Tender]

[Name of the Client]

[Address of the Client]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

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

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

Strictly Confidential

Open on [Last Date of submission of the Tender]

[Name of the Client]

[Address of the Client]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

- 16.7.7 As applicable, the Bidder shall again seal Envelope Nos. (1+2)A, (1+2)B in a single envelope titled JANITORIAL AND HOUSEKEEPING SERVICES FOR LAHORE METROBUS SYSTEM (SHAHDARA TO GAJJUMATTA)
- 16.7.8 The Bidder shall enclose soft copies of the Technical Proposal only in the relevant envelopes, including all Forms, Annexes, Documents, Literature, etc., in the form of MS Word Documents/ MS Excel Worksheets/ PDF/ Scanned images, with the hard copies.
- 16.7.9 The Tender shall be mailed through a registered courier or hand-delivered to reach at the Client's office before the closing date and time (last day of application). Any Bid received by the Employer after the deadline prescribed in Clause 2 shall be returned unopened to such Bidder. Delays in the mail, delays of person in transit, or delivery of the Bid to the wrong office or delay due to ARFA building access issues shall not be accepted as an excuse for failure to deliver the Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his

Bid is accomplished

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

17. Tender Price

17.1 The quoted price shall be:

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

17.1.2 in Pak Rupees (PKR);

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

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

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

18. Tender Security

18.1 The Bidder shall furnish only copy of the tender Security as part of the technical bid envelope. Furthermore the Bidder shall furnish original tender security as part of the financial bid envelop, failing which will cause rejection of bid; as under:

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

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

18.1.3 Have a validity period of **180 days** from the last date for submission of the Tender.

18.2 The proceeds of the Tender Security shall be payable to the Client, on the occurrence of any / all

of the following conditions:

- 18.2.1 If the Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender Form; or
 - 18.2.2 If the Bidder does not accept the corrections of his Total Tender Price; or
 - 18.2.3 If the Bidder, having been notified of the acceptance of the Tender by the Client during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
 - 18.2.4 If the Bidder fails to provide the performance security in stipulated timeframe or format.
- 18.3 The Tender security shall be returned to the technically unsuccessful Bidder with unopened/sealed financial bid, as well as to the unsuccessful bidders following the financial bid opening procedure. The Tender Security shall also be returned to the successful Bidder on furnishing the Performance Security.

19. Tender Validity

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

20. Modification / Withdrawal of the Tender

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

21. Opening of the Tender

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

22. Clarification of the Tender by the Client

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

23. Determination of Responsiveness of the Bid (Tender)

23.1 The Client shall determine the substantial responsiveness of the Bidder to the Tender Document, prior to the Technical Evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

23.1.1 meets the eligibility criteria for the Bidder for the Services;

23.1.2 is accompanied by the required copy of the Tender Security as part of Technical Bid;

23.1.3 is otherwise complete and generally in order;

23.1.4 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

23.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Client's rights or the Bidder's obligations under the Contract.

23.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation.

24. Correction of errors / Amendment of Tender

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

24.1.1 If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form; the amount in words, shall govern.

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

25. Rejection / Acceptance of the Tender

25.1 The Client shall have the right, at his exclusive discretion, to accept a Tender (lowest evaluated bid) , reject all tender(s), cancel / annul the Tendering process at any time prior to award of

formal Contract, and without thereby incurring any liability to the Bidder and the decision of the Client shall be final.

25.2 The Tender may be rejected if:

- 25.2.1 it is substantially non-responsive; or
- 25.2.2 it is submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 25.2.3 it is incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late (by more than 59 seconds subject to Pakistan Standard Time); or
- 25.2.4 it is subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 25.2.5 the Bidder submits more than one Tenders; or
- 25.2.6 the Bidder fails to meet the minimum passing score of 70 in the Technical Evaluation Criteria (Annexure-B); or
- 25.2.7 the Bidder refuses to accept the corrected Total Tender Price; or
- 25.2.8 the Bidder has conflict of interest with the Client; or
- 25.2.9 the Bidder tries to influence the Tender evaluation / Contract award; or
- 25.2.10 the Bidder engages in corrupt or fraudulent practices in competing for the Contract award.
- 25.2.11 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 25.2.12 the Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.

26. Acceptance Letter (Letter of Intent)

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

27. Performance Security

27.1 The successful Bidder shall furnish Performance Security as under:

- 27.1.1 within ten (10) working days or more subject to Client's approval, of the receipt of the Acceptance Letter from the Client;
- 27.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as

per the format provided in the Tender Document or in another form acceptable to the Client;

27.1.3 denominated in Pak Rupees;

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

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

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

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

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

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

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

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

28. Redressing of Grievances by the Client

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

28.2 Any bidder feeling aggrieved by any act of the Client after the submission of his bid may lodge a written complaint concerning his grievances not later than 10 days after the announcement of the bid evaluation report.

28.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

- 28.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 28.5 Any bidder not satisfied with the decision of the committee of the Client may follow the process mentioned vide Statutes and Regulations.

**TERMS & CONDITIONS OF THE
CONTRACT FOR JANITORIAL AND HOUSEKEEPING SERVICES FOR LAHORE METROBUS
SYSTEM (SHAHDARA TO GAJJUMATTA)**

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

Contract for

**JANITORIAL AND HOUSEKEEPING SERVICES FOR LAHORE METROBUS
SYSTEM (SHAHDARA TO GAJJUMATTA)**

between

PUNJAB MASSTRANSIT AUTHORITY



And

SUCCESSFUL BIDDER

Dated:

1. AGREEMENT

JANITORIAL AND HOUSEKEEPING SERVICES IN LAHORE METROBUS SYSTEM (SHAHDARA TO GAJJUMATTA)

This CONTRACT/ AGREEMENT is made on this ____ [date] day of _____ [month], ____ [year] (hereafter referred to as “Agreement”)

BY AND BETWEEN

THE PUNJAB MASSTRANSIT AUTHORITY (PMA), established under The Punjab Masstransit Authority Act XXXIII of 2015, 5th Floor, Arfa Software Technology Park, 346-B, 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".

2. RECITALS

WHEREAS,

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

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

3. COVENANT:

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

4. ANNEXES TO THE AGREEMENT:

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

- 4.1.9 Affidavit(s)
- 4.1.10 Authorized Dealership / Agency Certificate
- 4.1.11 Performance Security
- 4.1.12 Service Level Agreement (SLA)
- 4.2 This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

5. SERVICES REQUIRED:

The scope of services is explained in section 8 of RFP

6. KEY SERVICE-LEVEL PARAMETERS

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

7. SIGNING OF THE AGREEMENT

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

For: **Punjab Masstransit Authority (PMA)**

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

Signature _____

Signature _____

Name:

Name:

Witnessed By:

Witnessed By:

WITNESSES

Signature _____

Signature _____

CNIC # _____

CNIC# _____

Name _____

Name _____

Designation _____

Designation _____

Address _____

Address _____

I. GENERAL CONDITIONS OF CONTRACT

8. CONTRACT

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

9. CONTRACT DOCUMENTS AND INFORMATION

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

10. CONTRACT LANGUAGE

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

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

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

12. INSURANCE

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

13. EXECUTION SCHEDULE

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

14. PAYMENT

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

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

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

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

15. CONTRACT PRICE

- 15.1** The quoted price, in the financial bid, is inclusive of all applicable taxes, as per Laws of the Government of Pakistan, but is exclusive of Sales Tax on Services which shall be added by the Client over and above the quoted amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on Services as and when applicable. Furthermore, in future, if the total incidence of taxes imposed on the Contractor increases above 10% of the rate that prevailed at the time of the signing of contract, the Service Provider and the Client shall settle the issue through mutual consultations/agreement. Same dispensation will apply if the incidence of tax reduces over the contract period.
- 15.2** The Service Provider shall not change the quoted price(s) in bid for the equipment and services provided and for other obligations discharged, under the Contract. Any adjustment for price from the prices quoted by the Service Provider in the Price Schedule shall be assessed as per the criteria detailed in Annex-B

16. CONTRACT AMENDMENT

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

17. ASSIGNMENT / SUBCONTRACT

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

whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

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

If the Service Provider encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Service Provider shall, by written notice served on the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Client shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Service Provider, extend the Service Provider's time for performance of its obligations under the Contract. The Client can give extension up to 30 days only. The time beyond this shall be considered as delay.

19. LIQUIDATED DAMAGES (LD)

If and when applicable, liquidated damages (LD) shall be levied for delay start date of services according to the following categories and formula. Same criteria shall be applied in case services provided are partial and/or not as per conditions of the contract.

- Station not taken over with required Staff:
LD Per Day Per Station = PKR 10,000/-
- Arrangement of equipment / machinery for services with quantity deficient in numbers as stated in the Contract
LD Per Day = PKR 20,000/- x deficient number of Mechanical Sweepers
LD Per Day = PKR 10,000/- x deficient number of Mechanical Washers
LD Per Day = PKR 5,000/- x deficient number of other equipment / machinery

However, the amount so deducted shall not exceed, in the aggregate, the value of the performance security. The Liquidated Damages are attributable to such part of the Services as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Client, and the actual delivery date(s). (This penalty will also be invoked on the failure on the part of the Operator to meet commitments given by him in the technical proposal and failure in compliance to the specifications). It is clarified that LDs stated in this clause may be levied until such time

the Operator has failed/delayed the start of operation as per conditions described in this document. After the start of the operation any further service/performance related failures/delays shall be penalized as per Service Level Agreement (Annex-A).

20. FORFEITURE OF PERFORMANCE SECURITY

If the Service Provider fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Client may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Service Provider.

21. TERMINATION FOR DEFAULT

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

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

22. TERMINATION FOR INSOLVENCY

If the Service Provider, or any member in case of JV, becomes bankrupt or otherwise insolvent, the Client may, at any time, without prejudice to any other right or action / remedy it may have, by written notice served on the Service Provider, indicate the nature of the insolvency and terminate the Contract, in whole or in part.

23. TERMINATION FOR CONVENIENCE

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

24. FORCE MAJEURE

- 24.1. Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the Client or of the Service Provider. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure. If by reasons of Force Majeure supplies or services cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the Client keeping in view all the circumstances and requirements of the Client.
- 24.2. The Service Provider shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.
- 24.3. The Service Provider shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.
- 24.4. If a Force Majeure situation arises, the Service Provider shall, by written notice served on the Client, indicate such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. DISPUTE RESOLUTION

- 25.1. The Client and the Service Provider shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

- 25.2. If the parties fail to resolve the dispute through mutual consultations then the matter will be referred to three arbitrators, one to be appointed by each party and the third by the two appointed arbitrators.
- 25.3. If, after thirty working days, from the commencement of such informal negotiations, the Client and the Service Provider have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

26. STATUTES AND REGULATIONS

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

27. TAXES AND DUTIES

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

28. CONTRACT COST

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

29. AUTHORIZED REPRESENTATIVE

- 29.1. The Client, or the Service Provider may, at their exclusive discretion, appoint their Authorized

Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

- 29.2. The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Client, or the Service Provider
- 29.3. Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 29.4. Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 29.5. Notwithstanding above Clause, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Client to disapprove such Services or Works and to give instructions for the rectification thereof.
- 29.6. If the Service Provider questions any decision or instruction of the Authorized Representative of the Client, the Service Provider may refer the matter to the Client who shall confirm, reverse or vary such decision or instruction

30. **WAIVER**

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

31. **SPECIAL STIPULATIONS**

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

2	Performance Security	<p>The successful Service Provider shall furnish Performance Security as under:</p> <p>within ten (10) working days or more as per Client's approval of the receipt of the Acceptance Letter from the Client;</p> <p>in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Client;</p> <p>denominated in Pak Rupees;</p> <p>Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period.</p> <p>The Service Provider shall submit a Bank Guarantee for 10% of the annual contract value, for the contract period, on a yearly basis, with an undertaking to renew the Bank Guarantee before the end of each year on yearly basis, Five (5) days before the expiry period of the submitted bank guarantee. Subject to clause 27 of the RFP, the Client, after receiving new bank guarantee shall return the previous bank guarantee in lieu of Performance Security to the Service Provider.</p>
3	Signing of Contract	<p>The Client shall, after receipt of the Performance Security from the successful Bidder, send the Contract provided in the Tender Document, to the successful Bidder. Within ten working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Client.</p>
4	Start of Services	<p>The delivery time for services shall be up to 90 days from the date of issuance of Letter of Award subject to handing-over of the stations on as and when basis</p>
5	Liquidated damages for failure / configuration of Services by the Service Provider	<p>If and when applicable, liquidated damages (LD) shall be levied for delay start date of services according to the following categories and formula. Same criteria shall be applied in case services provided are partial and/or not as per conditions of the contract.</p> <ul style="list-style-type: none"> • Station not taken over with required Staff: LD Per Day Per Station = PKR 10,000/- • Arrangement of equipment / machinery for services with quantity deficient in numbers as stated in the Contract LD Per Day = PKR 20,000/- x deficient number of Mechanical Sweepers LD Per Day = PKR 10,000/- x deficient number of Mechanical Washers LD Per Day = PKR 5,000/- x deficient number of other equipment / machinery

		However, the amount so deducted shall not exceed, in the aggregate, the value of the performance security. The Liquidated Damages are attributable to such part of the Services as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s)
6	Legal Status to Work in Pakistan	The Bidder must be allowed and meet all conditions set forth by the GoPb to work with all concerned parties of the private, public, and not for profit sectors.
7	Contract Life	Three (3) Years starting from complete handing over of stations.

ANNEXURES

ANNEXURE-A: SERVICE LEVEL AGREEMENT (SLA)

Scope:

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

KEY PERFORMANCE INDICATORS

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

	(Max. 5 Minutes response time)	
4.	Mechanical sweeping of bus corridor rendering it clean and muck free at the start of the bus operation- a. Not Performed b. Partially Performed c. Instances of non-compliance with specifications or performance level as defined in scope of work.	Rs. 20,000/- Rs. 10,000/- Rs. 2,000/- per instance
5.	Mechanical washing of bus corridor rendering it washed, muck free and clean at the start of the Bus operation. a. Not Performed b. Partially Performed c. Instances of non-compliance with specifications or performance level as defined in scope of work.	Rs. 20,000/- Rs. 10,000/- Rs. 2,000/- per instance
6.	Cleaning of roofs and canopies and rendering them clean and muck free a. Not Performed b. Partially Performed c. Instances of non-compliance with specifications or performance level as defined in scope of work.	Rs. 20,000/- Rs. 10,000/- Rs. 2,000/- per instance
7.	Stink free and clean toilets at all times during operational hours	Rs. 5,000/- per instance
8.	Toilet housekeeping by continuous supply of toilet amenities including but limited to toilet paper, paper towels, liquid soap, refilling of liquid soap etc, as and when required (Max 10 minute response time)	Rs. 5,000/- per instance
9.	Failure to supply water at stations after receiving directions from the Client in the event of water being not available at site. (Max 3 Hours response time)	Rs. 5,000/- per instance
10.	Overflowing waste bins. Waste bins cleaning and washing as per defined scope (Max 5 minutes response time for overflowing waste bins)	Rs. 5,000/- per Station
11.	Proper fumigation to be performed on station as directed by Client	Rs. 5,000/- per Station
12.	Proper cleaning of storm water drainage sleeves / outlets and pipes on weekly basis with pressured water.	Rs. 500/- per drainage sleeve / outlet / pipe
13.	Conduction of drinking water quality tests at station and submission of reports directed by the Client	Rs. 1,000/- per Station
14.	Evacuation of accumulated water in station, underpass or on the track or on location identified by Client (Max 3 Hours response time)	Rs. 5,000/- per instance

FINES FOR DEFICIENCIES RELATED TO USER OPERATION

Sr. No.	Description of the infraction	Penalty (Rs.)
15.	Delaying operation without cause.	Rs. 20,000/- per instance

16.	Service provider vehicle obstructing corridor during bus operation hours.	Rs. 50,000/- per instance
17.	Delayed response up to one (01) day, to passenger complaints on Helpline on part of Service Provider	Rs 1000/- per instance

SANCTIONS AGAINST STAFF

Sr. No.	Description of the infraction	Penalty (Rs.)
18.	Janitorial staff found at stations not as per minimum number specified in the contract. Each deficient number shall be treated as separate incident for penalty	Rs. 500/- per instance
19.	Janitorial staff without proper uniform and identification as specified in the contract, Uniform is color-faded or torn-off, Uniform non-compliant with the uniform code defined in the scope of contract.	Rs. 500/- per instance
20.	PMA indicates an inadequacy/insufficiency in certain function and directs Service Provider to meet the gap which he fails to comply within the specified time. <i>(In addition to Penalty, PKR 500/- for delay of each additional day, until the gap is met. The additional penalty shall not exceed PKR 10,000)</i>	Rs. 5,000/- per instance
21.	Verbal or Physical ill-treatment with passengers / persons, impolite/disrespectful behavior with passengers / persons <i>(In addition to fine, concerned Personnel(s) shall be immediately terminated followed by replacement)</i>	Rs. 20,000/- per instance
22.	Station Supervisor and/or Control Room Representative found absent from his duty for more than 10 minutes.	Rs. 1,000/- per instance
23.	Janitorial Staff involved in any kind of fraudulent activity <i>(In addition to Fine, concerned Personnel(s) shall be immediately terminated followed by replacement)</i>	Rs. 25,000/- per instance
24.	Improper disposal of waste.	Rs. 20,000/- per instance
25.	Refusal to provide information	Rs. 20,000/- per instance
26.	To carry weapons of any kind	Rs. 30,000/- per instance
27.	Drunkenness on duty	Rs. 20,000/- per instance
28.	Accident or damage to LMBS Infrastructure	Rs 20,000 + Cost of Damage

FINES OF INSTITUTIONAL OR ADMINISTRATIVE NATURE

Sr. No	Description of the infraction	Penalty (Rs.)
29.	Failure to deliver information within agreed time required by the PMA, or delivers same outside the terms which for this purpose PMA may establish.	Rs. 20,000/- per instance
30.	To refuse to accept the visits of the PMA's inspectors, to hide information or to provide partial or erroneous information.	Rs. 20,000/- per instance
31.	When it is shown that there are deliberate practices which	Rs. 30,000/- per instance

	restrict free competition or which imply abuse of the dominant position which the Service Provider could have obtained as a result of this contract, or of this Contract in conjunction with other contracts related to the functionality of the Metro Bus System.	
32.	To omit compliance with obligations established by the employment and social security regime regarding workers.	Rs. 10,000/- per instance

FINES FOR ENVIRONMENTAL VIOLATIONS

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

FINES FOR OTHER INSTANCES

Sr.	Description of the Infraction	Fine
34.	Failure to follow or acknowledge instructions issued by the Control Center, operations personnel OR Any act/instance which is non-conforming to Authority's Rules / Regulations / Contract / Instructions, agreed SOP(s)	Rs. 5,000/- per instance x A Where A = 1 to 50 depending on sensitivity of incident ascertained by Client.

ANNEXURE-B: TECHNICAL EVALUATION CRITERIA

- It is mandatory to score minimum total 70 marks
- Bid will be disqualified in case of (0) zero point in any criteria excluding criteria at Sr. No 4.
- In case of JV, marks shall be evaluated jointly for all member unless stated otherwise.

Sr No.	CRITERIA	MAX. MARKS	SCORING CRITERIA	DOCUMENTS REQUIRED
1	Total worth in PKR Millions of the Contracts for Janitorial and Housekeeping Services executed within last 05 years.	25	Less than 200 = 0 Points 200 to 250 = 05 Points >250 to 300 = 10 Points >300 to 350 = 15 Points >350 to 400 = 20 Points >400 = 25 Points	a) Contract Documents, completion certificates OR any other valid evidence clearly establishing required worth. b) List of contracts along with their title, client's name, start date, end date, duration, salient features of the scope, total contract value, contract worth executed within last 05 years . Requirement at (a) should be traceable from the list to be provided at (b)
2	Total Number of Janitorial Staff currently under employment.	10	Less Than 200 = 0 Points 200 to 275 = 04 Points >275 to 350 = 06 Points >350 to 425 = 08 Points > 425 = 10 Points	a) Evidence of each staff member's last drawn salary. b) List of staff along with their name, company ID, National ID, contact details. Requirement at (a) should be traceable from the list to be provided at (b)
3	No of years of experience in Janitorial and Housekeeping Services	10	Less Than 5 = 0 Points 5 to 6 = 04 Points >6 to 7 = 06 Points >7 to 8 = 08 Points > 8 = 10 Points	Evidence to establish quoted number of years. (In case of JV, applicable to any one member with maximum experience)
4	Experience of Janitorial and Housekeeping Services in Public Sector Organization	05	Yes = 5 points No = 0 Points	Experience Letter OR Any other valid document for evidence

5	Total Number of Clientele for Janitorial and Housekeeping Services in Corporate and Public Sector	10	2 or Less = 0 Points 3 to 4 = 02 Points 5 to 6 = 04 Points 7 to 8 = 06 Points 9 to 10 = 08 Points > 10 = 10 Points	a) Experience Letter OR Any other valid document for evidence b) List of Clientele including client's name, contract person name, contact person designation, official address and contact details. Requirement at (a) should be traceable from the list to be provided at (b)
6	Average Annual Turnover from Janitorial and Housekeeping Services in last three years in PKR Millions.	20	Less than 130 = 0 Points 130 to 145 = 04 Points >145 to 160 = 08 Points >160 to 175 = 12 Points >175 to 190 = 16 Points >190 = 20 Points	Audited Financial Statements for the last three years
7	Net Worth in Last Year in PKR Millions (Total Assets - Total Liabilities)	20	Less than 50 = 0 Points 50 to 60 = 04 Points >60 to 70 = 08 Points >70 to 80 = 12 Points >80 to 90 = 16 Points >90 = 20 Points	Same as of Criteria at serial no 6
	TOTAL	100		

ANNEXURE-C: PERFORMANCE SECURITY FORMAT

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgment Date:

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Service Provider") has agreed to supply the Services and render the Services against Tender Name (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Service Provider shall furnish Performance Security, within ten (10) working days or more as per Client's approval, of the receipt of the Acceptance Letter from the Client, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Client, valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

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

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

1. If the Service Provider commits a default under the Contract;
2. If the Service Provider fails to fulfill any of the obligations under the Contract;
3. If the Service Provider violates any of the provisions of the Contract.

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

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

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

Date this _____ day of 20__.

GUARANTOR

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

TECHNICAL PROPOSAL SUBMISSION - STANDARD FORMS

Technical Proposal Standard Forms shall be used for the preparation of the Technical Proposal as required in this Request for Proposal. The Bidder has to provide information using the forms provided in this section along with other requirements where mentioned . The Client reserves the right to request additional information for clarification or further establishment of information provided.

FORM TECH-0	Cover Letter.
FORM TECH-1	Technical Proposal Submission Form.
FORM TECH-2	Joint Venture Details
FORM TECH-3	Details Required for Technical Evaluation
FORM TECH-4	Financial Strength
FORM TECH-5	Power of Attorney
FORM TECH-6	Undertaking
FORM TECH-7	Integrity Pact
FORM TECH-8	Affidavit for Non-Blacklisting

FORM TECH-0 COVER LETTER

[Date]

To
(Name and address of Client)

Sub: _____.

Dear Sir,

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

Authorized Signatures with Official Seal

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

To _(Name and address of Client / Client)_

Dear Sir,

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

We undertake, if our Proposal is accepted, provide the _(insert title of assignment)

We also confirm that the Government of Pakistan / Punjab has not declared us, for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and 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

FORM TECH-2 JOINT VENTURE DETAILS

—

To be filled in case of Joint Venture only

Name of Member	Lead Member / Associate Member	Short description of the role of Member

FORM TECH-3 DETAILS REQUIRED FOR TECHNICAL EVALUATION

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

1	Total worth in PKR Millions of the Contracts for Janitorial and Housekeeping Services executed within last 05 years.	
2	Total Number of Janitorial Staff currently under employment.	
3	No of years of experience in Janitorial and Housekeeping Services	
4	Experience of Janitorial and Housekeeping Services in Public Sector Organization (Yes / No)	
5	Total Number of Clientele for Janitorial and Housekeeping Services in Corporate and Public Sector	
6	Average Annual Turnover from Janitorial and Housekeeping Services in last three years in PKR Millions.	
7	Net Worth in Last Year in PKR Millions (Total Assets - Total Liabilities)	

FORM TECH-4 FINANCIAL STRENGTH

The following financial data form shall be filled out by the Bidder; and by all partners in case of a Joint Venture and along with one summary form for all partners.

Information from Balance Sheet:(In PKR) for the last Year		
(1) Total Assets		
(2) Current Assets		
(3) Total Liabilities		
(4) Current Liabilities		
Information from Income Statement: Total Revenue (including subsidy from the Government if any) for last three (03) applicable Years: (In PKR)		
(5) First Year		
(6) Second Year		
(7) Third Year		
Current Ratio (2) / (4)		
Debt Ratio (3) / (1)		
Average Annual Turnover [(5) + (6) + (7)] / 3		

Provide information on current or past litigation or arbitration over the last three (3) years as shown in the form below if any:-		
Year	Matter in Dispute	Value of Award Against the Bidder (PKR)

Bidder has to provide copies of the original audited financial statements for the last three financial years. In case the currency used in financial audited statements is not PKR, use the PKR equivalent figures required in worked out by using the average exchange rate for the relevant time period obtained from xe.com. Where the financial statements are not in English, attested and notarized English-copies of the Income Statement (and Statement of Other Comprehensive Income), Balance Sheet, Statement of Cash Flows and Statement of Shareholders' Equity must be provided.

Authorized Signatures with Official Seal

FORM TECH-5 POWER OF ATTORNEY

(On a Legal / Revenue Stamp Paper of PAKISTAN of the relevant value)

We [name of the company and address of the registered office] do hereby appoint and authorize Mr. / Ms. (full name and residential address) bearing National Identity Card (CNIC) of PAKISTAN OR equivalent as in Bidder's country of origin. (Ref No_____, copy enclosed) who is presently engaged with us and holding the position of _____, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for [Name of the Tender] in response to the tenders invited by the Punjab Masstransit Authority including signing and submission of all documents and providing information/responses to 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:

—

Instructions for preparation of power of attorney

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

FORM TECH-6 UNDERTAKING

(On a Legal / Revenue Stamp Paper of PAKISTAN in the relevant value.)

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:

FORM TECH-7 INTEGRITY PACT

(On a Legal / Revenue Stamp Paper of PAKISTAN of the relevant value.)

DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS OF GOODS, SERVICES & WORKS

[Name of bidder / supplier] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoPb) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of bidder / supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoPb, except that which has been expressly declared pursuant hereto.

[Name of bidder / supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoPb and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of bidder / supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoPb under any law, contract or other instrument, be voidable at the option of GoPb.

Notwithstanding any rights and remedies exercised by GoPb in this regard, [Name of bidder / supplier] agrees to indemnify GoPb for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoPb in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of service

provider/operator] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoPb.

Signature & Stamp

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

FORM TECH-8 AFFIDAVIT FOR NON-BLACKLISTING

(On a Legal / Revenue Stamp Paper of PAKISTAN of the relevant value.)

In response to the Tender Document for [*Tender Name*] We hereby solemnly declare that presently [*Name of Bidder / Supplier*] is having unblemished record and is not presently blacklisted on any grounds whatsoever by any Government entity (Federal, Provincial, Local Body) or Public Sector Organization in the country of origin and Pakistan.

It is understood that if this declaration is found to be incorrect for [*Name of Bidder / Supplier*] or any member in case of Joint Venture, then without prejudice to any other action that may be taken, our Tender Security shall be forfeited in full and our bid shall be cancelled.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

FINANCIAL PROPOSAL SUBMISSION - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal as required in this Request for Proposal.

FORM FIN-1 Financial Proposal Submission Form.

FORM FIN-2 Price Table

FORM FIN-3 Tender Security Format

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To _(Name and address of Client / Client)_

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Request for Proposal dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of PKR (insert amount in words and figures)_. This amount is inclusive of all applicable taxes as per Laws of the Government of Pakistan, but is exclusive of Sales Tax on Services which shall be added by the Client over and above the offered amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on Services as and when applicable.

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the clauses 18 and 19 of RFP.

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

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

Signed

In the capacity of:

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

Date:

FORM FIN-2 PRICE TABLE

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

CATAGORY	UNIT	ESTIMATED MONTHLY QUANTITY (A)	UNIT RATE (B) (PKR)	AMOUNT PER MONTH $C = A \times B$ (PKR)
Senior Liaison Officer / Authorized Representative	Per Month	1		
Supervisors at stations	Station/Day	810		
Janitors at stations including Ichra underpass	Station/Day	810		
PMA Representatives	Per Month	1		
Janitors at PMA office	Per Day	30		
Janitorial tools and materials at Stations	Station/Month	27		
Services for Mechanical Sweeping	Per Km	783		
Services for Mechanical Washing	Per Km	104.4		
Services for at-Height Cleaning such as roofs, canopies, station facades, glasswork etc	Station/Month	27		
Services for Supply of water at stations for drinking and washrooms in case of water unavailability	Per Station	10		
Services for Garbage Collection and its transport to City Disposal Points / Dumping Sites	Station/Day	810		
Others	Per Month	1		
TOTAL =				

Notes to the Price Table:

- 1) *No advance payments will be made. Contract Payment will be made on monthly basis as per actual work done*
- 2) *The quoted price is inclusive of all applicable taxes as per Laws of the Government of Pakistan, but is exclusive of Sales Tax on Services which shall be added by the Client over and above the offered amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on Services as and when applicable*
- 3) *For quoting item rates including equipment and machinery, please refer to Section 8.2.2.13 of the RFP*
- 4) *Lowest value of “Total” will determine the successful bidder, provided mandatory requirements are met and bidder has qualified technical evaluation successfully.*

Date _____

Place _____

Signature of authorized person

Name:

Company Seal)

In the capacity of

Duly authorized by

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

FORM FIN-3 TENDER SECURITY FORMAT

WHEREAS [Name and Address of the Bidder] has submitted Tender against _(Insert title of assignment)_ (hereinafter called "the Tender") to the Punjab Masstransit Authority 5th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore (hereinafter called "the Client")

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

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

1. If the Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender Form; or
2. If the Bidder does not accept the corrections of his Total Tender Price; or
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.

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

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

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

Date this _____ day of 20____.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____