

TENDER DOCUMENT

FOR

SUPPLY OF DIESEL TO MBS GENERATORS AND RENDERING OF ALLIED SERVICES



PUNJAB METROBUS AUTHORITY

5th floor, Arfa Software Technology Park
346-B, Ferozpur Road, Lahore, Pakistan

Tel: 042 - 99232541 / 0300 - 4029292

email: pd.mbs@punjab.gov.pk

TABLE OF CONTENTS

1. Invitation to Bid	5
2. Definitions and interpretations	6
3. Headings and Titles	7
4. Notice	8
5. Services Required	9
6. Penalties	12
7. Contractual Obligations and Responsibilities of the Procurer / Client	12
8. Payment	13
9. Bidding Details (Instructions to Bidders)	13
10. Contract type and duration	14
11. Bidder's Eligibility	15
12. Tender Cost	15
13. Joint Venture (JV)	15
14. Examination of the Tender Document	15
15. Amendment of the Tender Document	16
16. Preparation / Submission of Tender	16
17. Tender Price	20
18. Tender Security	21

19. Tender Validity	21
20. Modification / Withdrawal of the Tender	21
21. Opening of the Tender	22
22. Clarification of the Tender by the Procurer	22
23. Determination of Responsiveness of the Bid (Tender)	23
24. Correction of errors	23
25. Rejection / Acceptance of the Tender	23
26. Acceptance Letter (Letter of Intent)	24
27. Performance Security	24
28. Redressal of Grievances of the Bidders	25

ANNEXURE

A. Draft Agreement	28
B. General Conditions of the Contract	30
C. Forms, Letters and Formats	35
D. Penalties	50
E. General specifications of Generators	52
F. PSI Specifications - High Speed Diesel	53

Important:

- This tender document ('Tender') does not constitute a binding agreement or an offer or invitation by the Punjab Metrobus Authority to any party other than the qualified bidders to submit the Bids. The principle purpose of this Tender is to provide the bidders with information that shall form the basis of their proposals or bids. This Tender 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 Tender 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 Tender. The Authority may, at its sole discretion but without being under any obligation to do so, update, improve or supplement the information in this Tender.
- Registered companies, Association of Persons (AOP) and Joint Ventures (JV) complying with criteria given in this document are eligible for this tender, hereafter referred to as Bidders.
- Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without valid documentary evidence, supporting documents and various requirements mentioned in the Bidding Documents are liable to be rejected at the initial stage itself. It is intimated that no objection/revisions/supplement shall be entertained regarding the terms and conditions of the Bidding Document submitted by the bidder.
- The bidders are requested to access the website of Punjab Procurement Regulatory Authority (<http://www.ppra.punjab.gov.pk>) and the Punjab Portal (www.punjab.gov.pk) for all updates on the tender such as addendums etc.

1. Invitation to Bid

The Punjab Metrobus Authority invites bids for “SUPPLY OF DIESEL TO MBS GENERATORS AND RENDERING OF ALLIED SERVICES”

1.1 PPRA Rules to be followed

Punjab Procurement Rules 2009 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 2009.

1.2 Mode of Advertisement(s)

As per Rule 12, this Tender is being placed online at PPRA's website and Punjab Portal (www.punjab.gov.pk), as well as being advertised in print media.

1.3 Type of Open Competitive Bidding

- i. As per Rule 36(b), single stage - two envelope procedure shall be followed. The bidder has to submit technical as well as financial proposal.
- ii. The bid shall comprise of a single package containing two (2) separate envelopes, one each for Technical and Financial proposal;
- iii. 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”
- iv. Initially, only the ENVELOPE NO. 1 marked TECHNICAL PROPOSAL shall be opened and evaluated in a manner as per the clauses mentioned in this document; and proposals which do not conform to the specified requirements as listed in said document will be rejected.
- v. ENVELOPE NO. 2 shall be retained in the custody of the Procurer without being opened;
- 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 the lowest financial bid will be the successful bidder, subject to necessary approval.
- ix. The Punjab Metrobus Authority will invite the successful bidder to enter into an agreement for Supply of Diesel to MBS Generators and rendering of allied services.

2. Definitions and interpretations

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

- 1.1. **Applicable Laws** shall mean laws of the Government of Pakistan and the Government of Punjab
- 1.2. **MBS** shall mean the Metrobus System
- 1.3. **PMA** shall mean The Punjab Metrobus Authority, established by the Government of Punjab under the Punjab Metrobus Authority Act, 2012.
- 1.4. **Client / Procurer** shall mean The Punjab Metrobus Authority (PMA)
- 1.5. **Successful Bidder** shall mean the qualified Bidder with the lowest financial bid for providing services required under this RFP, who has the probability of award of contract, subject to necessary approvals and applicable policies.
- 1.6. **Bidder** shall mean a Registered Company or an Association of Persons (AOP) or a Joint Venture that has submitted its bid as per the criteria/specifications listed.
- 1.7. **Contract** shall mean the Service level agreement proposed to be entered into between the Procurer and the successful bidder, including all attachments and all documents incorporated by reference therein.
- 1.8. **Annual Service Fee** shall mean the amount payable by the Procurer to the Service Provider for one year of Services.
- 1.9. **Pre-Bid Meeting** shall mean the meeting conducted by the Procurer on the given date and time prior to the actual date of bid opening.
- 1.10. **RFP** shall mean Request for Proposals, including any amendments that may be made by the Procurer for the selection of bidder.
- 1.11. **Proposal** shall mean the package containing the Financial and Technical bid for the provision of services proposed to be rendered by the Bidder in response to this RFP.
- 1.12. **Services** shall mean the tasks to be performed by the Service Provider
- 1.13. **GoPb** shall mean The Government of the Punjab
- 1.14. **GoP** shall mean The Government of Pakistan

- 1.15. At grade** shall mean at ground level
- 1.16. Elevated** shall mean above the ground level
- 1.17. Fuel or Diesel** shall mean High Speed Diesel (HSD)
- 1.18. Acceptable Fuel Spillage** shall mean total fuel spillage within 10 litres per month
- 1.19. Deficient Fuel** shall mean that actual Diesel quantity (in litres) delivered to a site is less than the invoiced quantity and is further explained in Clause 7.6.
- 1.20. Sub-Standard Fuel** shall mean a sample of fuel, collected in the presence of the Service Provider, established as sub-standard in light of test result of a reliable lab, approved by the Client, due to deviation of more than 5% from the Maximum and Minimum levels prescribed in the Pakistan Standards Institute (PSI) specifications for High Speed Diesel (Annex - F), except in the case of Sulfur content.
- 1.21. Material deviation or reservation** is one which affects the scope, quality or performance of the Services or limits the Procurer's rights or the Bidder's obligations under the Contract.
- 1.22. Registered Company** shall mean a company registered with the Securities & Exchange Commission of Pakistan (SECP).
- 1.23. Joint Venture (JV)** shall mean an association of up to four business entities formed as per requirements listed in section 13 of this RFP.
- 1.24. Association of Persons (AOP)** shall mean a firm registered under the Partnership Act.

3. 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.

4. Notice

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

5. Services Required

The Punjab Metrobus Authority invites bids for supply of Diesel to MBS Generators and rendering of allied services. There are two Generators installed at each MBS Station. In total, there are 24 Generators of 130 KVA each and 30 Generators of 275 KVA each (*one Generator of 275 KVA is yet to be installed*). Auxiliary fuel tanks of 1400 litres and 750litres (approximately) have also been installed with 130 KVA and 275 KVA, respectively. General specifications of generators are provided as Annexure - E.

The Service Provider shall:

- 5.1. Provide fueling of diesel generators in non-operational hours i.e. between 11:15 p.m. to 5:45 a.m.;
- 5.2. Arrange refueling of generators in a manner that during the bus operation hours the need to refuel any or all of the generators does not arise;
- 5.3. Ensure security of fuel present in generators and auxiliary tanks, on 24-hour basis, 7 days per week (including public holidays), by implementing a system of theft prevention;
- 5.4. Abide by all the rules and regulations laid down by the Procurer;
- 5.5. Perform control functions including, but not limited to, the following:
 - 5.5.1. Guard against dispensing of impure or substandard Diesel to protect warranty rights of PMA by performing basic quality testing using a Digital Testing Kit (for water and flash point tests) at each delivery.
 - 5.5.2. Ensure accurate recording of fuel quantity supplied/decanted
 - 5.5.3. Control and monitor spillage during decanting of Diesel
 - 5.5.4. Control unauthorized access to MBS Diesel generators and fuel tanks
 - 5.5.5. Recognize and respond to security threats or breaches
 - 5.5.6. Establish, and provide the Client with Standard Operating Procedures (SOPs) to re-fuel Generators and Auxiliary tanks and strictly abide by them
 - 5.5.7. Maintain on-site as well as off-site record (e.g. log book) of all re-fueling activity (Generator readings, quantity delivered at each supply, flow meter reading etc.)
- 5.6. Employ and engage trained and skilled staff (within 21days of the award of contract) reasonably required to complete the duties of this contract to the satisfaction of the Client. At a minimum, the Service Provider shall hire supply chain staff, supervisors, and a dedicated individual for monitoring of fuel decanting and ensuring physical safety of the fuel inventory at each station, on a 24-hour basis, 7 days per week (including public holidays).

- 5.7. Provide the list of Service Provider's personnel, along with their basic information, to the Client for security clearance and issuance of permit to the MBS Corridor. Furthermore, the Service Provider shall provide registration details of vehicles, used for delivery and otherwise essential for the execution of services, requiring access to MBS corridor during refueling hours.
- 5.8. Maintain vigilant supervision over its staff at all times.
- 5.9. Provide and cater for any kind of transportation needs for supply of diesel and human resource. The vehicles entered into the corridor must be in good working condition. The Service Provider shall be responsible for the prompt removal of any vehicles broken down inside the MBS corridor.
- 5.10. Be responsible, at all times, for the conduct of its personnel and take prompt and strict disciplinary action against any conduct not in compliance with PMA's rules, regulations and instructions issued from time to time.
- 5.11. Ensure presence of its authorized representative(s) at any MBS site or PMA office at short but reasonable notice when so required by the PMA and respond to queries of PMA in a timely manner.
- 5.12. Be responsible for the medical and accidental insurance of its staff, payment of all dues like Social Security, EOBI. The PMA shall not accept any responsibility of the designated personnel in the event of death, injury, disability or illness that may take place while performing/executing services required under the scope of this RFP. Any compensation or expenditure towards the treatment of such injury/disability or loss of life shall be the sole responsibility of the Service Provider.
- 5.13. Ensure that it does not engage or continue to engage any person having a criminal record/conviction or otherwise undesirable persons.
- 5.14. Agree to remove from the site, whenever required to do so by the Client, any personnel considered by the Client to be unsatisfactory or undesirable, within the limits of scope of work.
- 5.15. Be liable to the penalty for any loss incurred or suffered/any damage caused to movable or immovable property of the Client, on account of delayed, deficient or inadequate Services, or any actions adversely affecting warranty of the Generators, or supply of substandard fuel, or interruption in the smooth operations of Metrobus Service for reasons directly and solely attributable to the Service Provider.
- 5.16. Report immediately to the PMA any kind of material incident including but not limited to spillage of fuel, fuel theft, damage to MBS property and provide photographs of the incident.

- 5.17. Make available two Tank Lorries of sufficient **storage** capacity to smoothly undertake and perform the scope of work. The tank Lorries must be in good working condition and be equipped with sealed digital dispensing units **and a power supply/source (e.g. generator) to effectively carry out the decanting process including providing power to the flow-meter to be installed with the Auxiliary fuel tank of the generator.** The Service Provider shall be responsible for the prompt removal of vehicles broken down inside the MBS corridor.
- 5.18. Install (within 14 days of the award of contract), and replace **immediately** when its condition so warrants, high quality, **digital**, branded, sealed, flow-meter on **Auxiliary** fuel tank available with each generator. The flow-meters shall be used to monitor the quantity decanted into the **Auxiliary tank at each delivery; therefore, the flow-meters must be of such quality/specifications that their readings, after calibration, should match those displayed by the dispensing unit attached on the delivery vehicle. The requirements for calibration of flow-meters and dispensing unit are provided in clause 5.19 below.**
- 5.19. In order to ensure accurate readings of decanted fuel **quantity**, the Service Provider shall ensure timely calibration of both the dispensing units installed on the delivery vehicles, and the flow-meters installed on the fuel tanks, through a recognized agency/firm, as approved by the Client. At the minimum, the calibration shall be conducted on a quarterly basis or earlier as may be needed. The calibration reports shall be submitted to the Client within one week of the end of the quarter. Under no circumstances shall the flow-meters be removed / replaced without prior approval of the PMA.
- 5.20. Develop detailed Standard Operating Procedures (SOPs) for the following, to the satisfaction of PMA, and strictly abide by them:
- 5.20.1. Decanting of fuel
 - 5.20.2. Lab testing of delivered fuel; at a minimum the Service Provider shall arrange lab test report, of a randomly drawn sample of fuel taken in presence of representative(s) from both PMA and the Service provider, twice a month. The Services of a company (lab) of repute and approved by PMA shall be utilized for lab tests. The specifications of Pakistan Standards Institute (PSI) for High Speed Diesel shall be treated as benchmark for quality (Annex - F).
- 5.21. Provide accurate data regarding engine running hours, fuel inventory, Diesel supplied quantity, flow-meter readings, quality test report of Digital Testing Kit etc. within 12 hours of the end of any fueling activity to the client for trend analysis as per format prescribed by Client from time to time.
- 5.22. Ensure operational readiness to provide services and implement all controls (equipment, hardware, processes, mechanisms etc.) required under this RFP by the time of signing of the contract. Failure to achieve operational readiness will delay/cancel signing of the Contract and result in forfeiture of the Performance Security.
- 5.23. Ensure their personnel do not enter into the MBS territory without valid entry cards/permit issued by the Client.

6. Penalties

- 6.1. In case of non-performance of the service provider for scope of work/responsibility or its obligation, fines shall be charged as provided in **Annexure-D**. If the cumulative amount of such fines exceeds 10% of the annual service fee, then it shall be considered as an event of default on part of the service provider whereby the performance guarantee shall be forfeited in favor of the Client.

7. Contractual Obligations, Rights and Responsibilities of the Procurer/Client

The PMA Shall:

- 7.1. Make payment of Diesel and Services Provided as per clause 8 "Payment" of this RFP.
- 7.2. Be responsible for the conduct and functioning of all staff employed in the PMA and ensure its staff maintains polite and courteous behavior towards the Service Provider.
- 7.3. Upon completion of the contract period, the PMA shall re-advertise the RFP for fuel supply services. In the said process of procurement, the running Service Provider, subject to satisfactory performance, shall have the first right of refusal to match the lowest bid received.
- 7.4. Investigate, in collaboration with the Service Provider, any incident of theft of Fuel and assess the extent of quantity stolen.
- 7.5. Issue entry card/permit to the Service Provider for its staff, vehicles (staff/delivery), or any other personnel essentially required by the Service Provider for provision of fuel supply services under the terms of this RFP, within reasonable time after the initiation of such request by the Service Provider.
- 7.6. Develop trends of Diesel consumption using generator operating hours, delivered quantity and generator levels data provided by the Service Provider to evaluate discrepancies related to invoicing. Upon identification of such discrepancies established between and within Generators, the Client shall require the Service Provider to investigate and explain such discrepancies. Unexplained discrepancies or discrepancies without adequate justification, below 95% statistical confidence level shall be termed as 'Deficient Fuel'. The cost of 'Deficient Fuel' as established by the client shall be replenished by the Service Provider as a deduction from proceeding invoice. Decision of the PMA in this regard shall be final and binding on the Service Provider.
- 7.7. Be authorized to inspect decanting of fuel, condition of tank lorries, use of a Digital Testing Kit, or arrange testing of calibration of dispensing units or the flow meters in light of SOPs provided by the Service Provider as and when it so desires.

8. Payment

- 8.1. The procedure for payments of Diesel Supplies to the Service Provider shall be as under:
 - 8.1.1. The Service Provider shall submit a GST invoice pertaining to supply of Diesel at each delivery. In case the Service Provider is a recognized petrol pump operator of an Oil Marketing Company (OMC), then the requirement of GST Invoice shall be waived. The price of Diesel shall be the regulated Diesel price.
 - 8.1.2. Payment of invoice shall be made within 7 days of receipt of the invoice, duly verified by the Operations Wing of PMA. However, the invoice would be processed only if it is accompanied by reports required under clause 5.21.
 - 8.1.3. All payments shall be subject to applicable tax laws, rules and regulations.
- 8.2. The procedure for payment of Service fee for Fuel Supply Services shall be as under:
 - 8.2.1. The Service Provider shall submit an Invoice to the Client after completion of a month. The Invoice shall state the amount claimed and set forth in detail particulars of Services rendered during the month.
 - 8.2.2. The Client shall issue a Certificate of Payment to the Service Provider, verifying the amount due, within ten days of receipt of this Invoice. The Client may withhold a Certificate of Payment on account of defect(s) / short coming(s) in the services provided. The Client may also make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate.
 - 8.2.3. The Client shall pay the amount verified in the Certificate of Payment within ten (10) days of receipt of Service Provider's acceptance on the issued Certificate of Payment. Payment shall not be made in advance. The Client shall make payment for the Services provided, to the Operator, as per GoPb policy, in Pak Rupees through crossed cheque.
 - 8.2.4. Payments shall be made against satisfactory delivery of services as per terms and conditions of the contract.

9. Bidding Details (Instructions to bidders)

- 9.1. Bids shall be dropped in Tender Box placed at the office of The Punjab Metrobus Authority, 5th floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore, Pakistan, on or before 1430 hours on 06th May, 2013.
- 9.2. The Procurer shall hold a pre-bid meeting at 1000 hours on 29th April, 2013 at its office.

- 9.3. All bids must be accompanied by a Demand Draft or Pay Order of an amount equivalent to Tender Security prescribed in the section on 'Tender Security' in this document. The bids along with the Demand Draft / Pay Order, Tender Forms, Affidavits, etc., must be dropped in the Tender Box placed at the office of The Punjab Metrobus Authority, 5th floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore, Pakistan, on or before 1430 hours on 06th May, 2013.
- 9.4. The envelopes must also clearly show the Bid title and Bidder's name and address. Failure to comply with this requirement may result in rejection of the Bid and the Company's decision in this regard shall be final. Bids submitted after prescribed time shall not be entertained.
- 9.5. Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the services must be received in writing at the office of The Punjab Metrobus Authority at the correspondence address or via e-mail, at the addresses given at clause 9.7 below, before the pre-bid meeting date.
- 9.6. The Bidder must submit bids on the basis of complete fulfillment of requirements. Failure to meet this condition will result in disqualification of the bidder. The Bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The attention of bidders is drawn to the provisions of clause 23 of this document "Determination of Responsiveness of Bid" regarding the rejection of Bids which are not substantially responsive to the requirements of the Bidding Document.
- 9.7. The contact details for all correspondence in relation to this bid are as follows:
Secretary,
Punjab Metrobus Authority,
5th Floor, Arfa Software Technology Park,
346-B, Ferozpur Road,
Lahore - Pakistan
Email: pd.mbs@punjab.gov.pk
- 9.8. Bidders are 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.
- 9.9. The Procurer will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
- 9.10. The Procurer reserves the right to cancel the tender, accept or reject one or all bids without assigning any reason.

10. Contract type and duration

A service level agreement for Fuel Supply services for an initial period of 1year, extendable by another year subject to satisfactory performance, shall be executed between the Procurer and the Service Provider.

11. Bidder's Eligibility

An eligible Bidder shall be one which qualifies all of the following:

- 11.1. Is a Registered Company or an Association of Persons or a Joint Venture (formed under provisions of section 13 of this RFP).
- 11.2. Has the financial capacity for carrying out the services required under this Tender Document including payment of Tender Security and Performance security
- 11.3. Is a Sales tax registered firm unless the Bidder is a petrol pump operator
- 11.4. Conforms to the clause No. 23 on 'Responsiveness of Bid' given in this tender document
- 11.5. Provides verifiable proof for all the above requirements

12. Tender Cost

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

13. Joint Venture (JV)

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

- 13.1. The Bidders may form a joint venture of a maximum of four Bidders. Each entity in the JV shall be either a Registered Company or an Association of Persons (AOP). A Memorandum of Understanding (MOU) signed by all the JV partners shall be submitted with the Tender. The JV so formed shall remain in existence during the currency of the contract.
- 13.2. One JV partner will be designated as the 'Lead partner' who would enter into a legal contract with the Procurer and would be liable to incur liabilities, pay due amount to the Procurer and receive instructions for and on behalf of any or all the JV partners. A power of attorney to that effect, legally executed, signed by all the JV partners must be submitted with the Tender.
- 13.3. All the JV partners shall be jointly and severally liable for the execution of the Agreement in accordance with the terms and conditions of the Contract. The Tender, and in case of successful Tender, the Agreement to that effect, shall be signed by the Lead partner.
- 13.4. JV partners other than the Lead partner 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 Procurer 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 Procurer 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 Procurer 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 Tender and all documents relating to the Tender, exchanged between the Bidder and the Procurer, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.

- 16.2. The Tender shall be submitted along with the prescribed Forms, Annexes, Documents, etc. which shall be typed, completely filled in, stamped and signed by the Bidder or his authorized representative. In case of copies, photocopies may be submitted.
- 16.3. Further required information is listed below, as a supplement to other requirements listed in the document:
 - 16.3.1. List of bidder's major clientele;
 - 16.3.2. Details related to relevant experience in the business with all supporting documents and documented proof;
 - 16.3.3. Complete details of the business operations being carried out by the bidder with all supporting documents and documented proofs
 - 16.3.4. Valid NTN and GST Number (*not required in case of Petrol Pump Operators*)
 - 16.3.5. Detailed quality assurance plan including methodology (optional)
- 16.4. In the event of any discrepancy between the original and the duplicate, the original shall govern.
- 16.5. The bidder shall ensure that technical proposal contains Substantial Responsiveness Checklist (Annexure-C-0) (duly filled and signed) and the following documents, without quoting the price:
 - 16.5.1. Technical Proposal Submission Form (Annex C-1)
 - 16.5.2. Technical Evaluation (Annex C-3)
 - 16.5.3. Financial Capacity of the Bidder (Annex C-4)
 - 16.5.4. Power of Attorney (Annex C-6)
 - 16.5.5. Undertaking (All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted (Annex C-7)
 - 16.5.6. Affidavit (Annex C-8)
 - 16.5.7. Registration Certificate of Company (issued by SECP) or AOP (Form C)
 - 16.5.8. Tender Security as prescribed in the tender document (sealed in a separate envelope)
 - 16.5.9. Covering letter duly signed and stamped by authorized representative (Annex C-12)
 - 16.5.10. Valid Registration Certificate for Income Tax and Sales Tax (*Sales Tax Certificate not required for petrol pump operator*)
 - 16.5.11. Income Tax and Sales Tax Returns for the last three tax years or since inception if earlier (*Sales Tax Return not required for Petrol Pump Operator*)
- 16.6. The Financial Proposal shall contain the following documents duly signed and stamped:
 - 16.6.1. Financial Proposal Submission Form (Annex C-10)
 - 16.6.2. Financial Proposal (Annex C-11)
- 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

[Name of Tender]

[Name of the Procurer]

[Address of the Procurer]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

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

Envelope No. 1B: Duplicate Technical Proposal for

[Name of Tender]

[Name of the Procurer]

[Address of the Procurer]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

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

Envelope No. 2A: Original Financial Proposal for

[Name of Tender]

[Name of the Procurer]

[Address of the Procurer]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

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

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

[Name of the Procurer]
[Address of the Procurer]

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

16.7.5. 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:

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

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

[Name of the Procurer]
[Address of the Procurer]

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

16.7.6. 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 Procurer]
[Address of the Procurer]

[Name of the Bidder]
[Address of the Bidder]

[Phone No. of the Bidder]

- 16.7.7. The Bidder shall again seal Envelope Nos. (1+2)A and (1+2)B in a single envelope titled "BID FOR SUPPLY OF DIESEL TO MBS GENERATORS AND RENDERING OF ALLIED SERVICES".
- 16.7.8. The Bidder shall enclose soft copies of the Financial Proposals, including all Forms, Annexes, Drawings, Documents, etc. in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- 16.8. The Tender shall be mailed through a registered courier or hand-delivered to reach at the procurer's office before the closing date and time (last day of application)
- 16.9. It is obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, Annexure, drawings, forms and all relevant documents as part of the bids submitted by the Bidder. Noncompliance with the same will cause the rejection of bid at the time of opening.

17. Tender Price

- 17.1. The quoted Annual Fee shall be:
 - 17.1.1. Best / final / fixed and valid until completion of all obligations under the Contract
 - 17.1.2. In Pak Rupees (PKR);
- 17.2. If not specifically mentioned in the Tender(s), it shall be presumed that the quoted Annual Fee is as per the above requirements.

18. Tender Security

- 18.1. The Bidder shall furnish the tender Security, equal to 5% of the annual quoted value of service fee in shape of Demand Draft / Pay Order issued by a scheduled bank in favor of Client, as part of the Technical bid envelope (sealed in a separate envelope), failing which will cause rejection of bid.
- 18.2. The proceeds of the Tender Security shall be payable to the procurer, on the occurrence of any 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 PMA during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
- 18.3. The Tender security shall be returned to the unsuccessful bidders following the financial bid opening procedure. Tender security of the successful Bidder will be retained by the Procurer and returned to the successful bidder upon provision of Performance Security.

19. Tender Validity

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

20. Modification / Withdrawal of the Tender

- 20.1. The Bidder may, by written notice served to the procurer, 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 1500 hours on 06th May, 2013 at the office of the Punjab Metrobus Authority (5th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore), 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 and such other details as the Procurer may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 21.3. No Bidder or its representative shall be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location. Non-compliance will cause the rejection of respective bidder.

22. Clarification of the Tender by the Procurer

- 22.1. The Procurer shall have the right, at its exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the Annual Service Fee or in substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is the sole discretion of the procurer.

23. Determination of Responsiveness of the Bid (Tender)

- 23.1. The Procurer shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender 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;
 - 23.1.2. Is accompanied by the required Tender Security as part of financial bid envelope;
 - 23.1.3. Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 23.2. The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation. However, the Procurer may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender; but subject to approvals of the Bid Evaluation Committee.

24. Correction of errors

- 24.1. The Tender shall be checked for any arithmetic errors which shall be rectified. If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form; the amount in words, shall govern.
- 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 PMA shall have the right, at its exclusive discretion, to change terms and conditions, accept a Tender, reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of formal Contract, without assigning any reason or any obligation to inform the Bidder of the grounds for the PMA's action, and without thereby incurring any liability to the Bidder and the decision of the PMA shall be final.
- 25.2. The Tender shall be rejected if any of the following occurs:
- 25.2.1. It is substantially non-responsive
 - 25.2.2. It is submitted in other than prescribed forms, documents / by other than specified mode
 - 25.2.3. It is incomplete, un-sealed, un-signed, hand written, partial, conditional, alternative, or late
 - 25.2.4. It is subjected to interlineations / cuttings / corrections / erasures / overwriting
 - 25.2.5. ~~(deleted)~~
 - 25.2.6. ~~(deleted)~~
 - 25.2.7. The Bidder refuses to accept the corrected Total Tender Price
 - 25.2.8. The Bidder has a conflict of interest with the procurer

- 25.2.9. The Bidder tries to influence the Tender evaluation / Contract award
- 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 issued 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 the tender document
- 25.2.13. The Bidder fails to submit the required bid security.

26. Acceptance Letter (Letter of Intent)

- 26.1. The Procurer 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 Contract.

27. Performance Security

- 27.1. The successful Bidder shall furnish Performance Security as under (refer to AnnexC-9):
 - 27.1.1. Within ten(10) working days of the receipt of the Acceptance Letter from the procurer;
 - 27.1.2. in the form of a Bank Guarantee, issued by a scheduled bank rated "A" or above by PACRA or JCR-VIS operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Client;
 - 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 quoted Annual Service Fee with an undertaking to renew the Bank Guarantee before the end of each year on yearly basis, one month prior to expiry of the submitted bank guarantee.
- 27.2. The proceeds of the Performance Security shall be payable to the Procurer on occurrence of any of the following conditions:
 - 27.2.1. If the Service Provider commits a default under the Contract
 - 27.2.2. As adjustment against any amount imposed as a fine by the Procurer for irregularities committed by the Service Provider
 - 27.2.3. As adjustment against any outstanding payment decided by the Procurer
 - 27.2.4. If the Service Provider fails to submit the bank guarantee for the next year one month before the expiry of already submitted bank guarantee
 - 27.2.5. If the Service Provider fails to fulfill any of the obligations under the Contract
 - 27.2.6. If the Service Provider violates any of the terms and conditions of the Contract.

- 27.2.7. If the Service Provider terminates the contract for convenience
 - 27.2.8. If the Service Provider fails to achieve Operational readiness to provide services and implement all controls (equipment, hardware, processes, mechanisms etc.) required under this RFP by the time of signing of the contract.
 - 27.2.9. As adjustment against any of the penalties requiring forfeiture of Performance Security as specified in Annexure-D.
- 27.3. The Service Provider shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Bidder within thirty working days after the expiry of its validity on written request from the Service Provider.

28. Redressal of Grievances of the Bidders

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

Agreement for Supply of Diesel to MBS Generators and rendering of Allied Services

Between

[Procurer]

and

[Service Provider]

Dated:

TABLE OF CONTENTS

A. Agreement

B. General Conditions of Contract

1. Contract
2. Contract Documents and Information
3. Contract Language
4. Indemnification
5. Assignment / Subcontract
6. Termination for Default
7. Termination for Insolvency
8. Termination for Convenience
9. Force Majeure
10. Dispute Resolution
11. Statutes and Regulations
12. Taxes and Duties
13. Contract Cost
14. Authorized Representative
15. Waiver

ANNEXURE-A: Agreement

This Agreements made as of the [day] of [month], [year],

BETWEEN

The Governor of Punjab, through the Managing Director of the Punjab Metrobus Authority (hereinafter referred to as "PMA"), (hereinafter referred to as the "Client", which expression shall, where the context so permits, include its successors-in-interest and assigns)

AND

[Full legal name of Service Provider], on the other part (hereinafter referred to as the "Service Provider", which expression shall, where the context so permits, include its successors-in-interest and assigns) severally liable to the Client for all of the Service Provider's obligations under this Contract and is deemed to be included in any reference to the term "Service Provider."

(The Client and the Service Provider are hereinafter collectively referred to as the "parties")

WHEREAS

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

NOW THEREFORE, THIS AGREEMENT WITNESSED AS FOLLOWS:

1. The Service Provider hereby covenants with the Client to perform Diesel Supply services conformity in all respects with the provisions of the Contract provisions of the Contract, in consideration of the payments to be made by the Client to the Service Provider.
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.
3. The following shall be deemed to form and be read and construed as part of this Contract:
 - a. The Tender Document
 - b. Bidder's Proposal
 - c. Letter of acceptance
 - d. Terms and Conditions of the Contract
 - e. Tender Form
 - f. Affidavit(s)

- g. Performance Security
- h. Service Level Agreement (SLA) , if required
- i. Non-Disclosure Agreement (NDA), if required
- j. Any Standard Clause acceptable to Client

4. 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:
Services required as per section 5 of the RFP.

IN WITNESS WHEREOF, the parties have put their signatures on this Agreement on the day, month and year mentioned above.

For **[full legal name of the Procurer]:**

For **[full legal name of the Service Provider]:**

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

Signature _____

Signature _____

CNIC # _____

CNIC # _____

Name _____

Name _____

Designation _____

Designation

Address _____

Address _____

ANNEXURE - B: General Conditions of Contract

1. Contract

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

2. Contract Documents and Information

The Service Provider shall not, without the procurer's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), or information furnished by or on behalf of the Procurer 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.

3. 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.

4. Indemnification

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

5. Assignment / Subcontract

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

6. Termination for Default

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

(or such longer period as the Procurer may allow in writing), after receipt of such notice. The Performance security shall be forfeited.

7. Termination for Insolvency

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

8. Termination for Convenience

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

9. Force Majeure

- 9.1 'Force Majeure Event' shall mean the occurrence of any of the following events or circumstances, or any combination thereof, which are (i) beyond the reasonable control of the affected party, (ii) could not have been foreseen or prevented by the use of or by the exercise of reasonable skill and care, and (iii) have a material adverse effect upon the performance by the affected party of its obligations under the Contract including but not limited to:
 - 9.2 Strikes, lock-outs or other industrial action or labor disputes involving the affected party or its respective sub-contractors, employees or agents
 - 9.3 Invasion, act of war (whether declared or undeclared), armed conflict or act of foreign enemy, blockade, civil war, rebellion, riots, insurrection or civil commotion
 - 9.4 Sabotage, kidnapping, terrorism or credible threat of such acts
 - 9.5 Epidemics
 - 9.6 Explosions, chemical or radioactive contamination or ionizing radiation or other radioactive contamination risks in the common form that are not covered by the Service Provider's approved insurance policies
 - 9.7 Unusual or extreme adverse weather or environmental conditions or action of the elements, meteorites, aircraft or object falling from aircraft or other aerial devices, the account of pressure waves caused by aircraft or other aerial devices traveling at supersonic speed or other natural disasters.

- 9.8 Act of God
- 9.9 Any event or circumstances of a nature analogous to the foregoing, provided that each of the events described shall constitute a Force Majeure Event to the extent that such events or circumstances are caused by an event or circumstance that is itself a Force Majeure Event, experienced directly by the Bidder.
- 9.10 Force Majeure Events shall not include the following:
- 9.10.1 Late delivery or interruption in the delivery of Goods
 - 9.10.2 Delay in the performance of the Purchase Order by the Bidder or its subcontractor.
 - 9.10.3 Breakdown in machinery or equipment
 - 9.10.4 Normal wear and tear or random flaws in materials, machinery or equipment.
- 9.11 If, by reason of a Force Majeure Event a party is wholly or partially unable to carry out its obligations under the Contract, the affected party shall:
- 9.11.1 give the other party notice of the Force Majeure Event(s) as soon as practicable, but in no event later than the later of forty-eight (48) hours after the affected party becomes aware of the occurrence of the Force Majeure Event(s), or six (6) hours after the resumption of any means of providing notice to the other party. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
 - 9.11.2 provide, wherever appropriate or when reasonably requested to do so by the other party, further information to the other party fully describing the Force Majeure Event(s) and its cause(s), and providing or updating information relating to the efforts of the affected party to avoid and/or to mitigate the effect(s) thereof; and estimates, to the extent practicable, of the time for which the affected party reasonably expects it shall be unable to carry out any of its affected obligations due to the Force Majeure Event(s).
- 9.12 The affected party shall notify to the other party of the cessation of the Force Majeure Event and of its ability to recommence performance of its obligations under this Purchase Order as soon as possible and in any event not later than seven (7) days after the cessation of the events described above.
- 9.13 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.

10. Dispute Resolution

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

11. Statutes and Regulations

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

12. Taxes and Duties

The Service Provider shall be entirely responsible for all applicable taxes, duties and other such levies imposed by the concerned local, provincial and federal authorities in Pakistan.

13. Contract Cost

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

14. Authorized Representative

The Procurer or the Service Provider may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any or all of the duties/authority, vested in them, to their Authorized Representative, including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

- 14.1 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him/them, by the Procurer, or the Service Provider.
- 14.2 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 14.3 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.

14.4 Notwithstanding above clause, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Procurer to disapprove such Services or Works and to give instructions for the rectification thereof.

14.5 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 Procurer who shall confirm, reverse or vary such decision or instruction.

15. 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.

ANNEXURE - C

FORMS, LETTERS & FORMATS

Annexure - C - 0

Responsiveness Checklist				
SUPPLY OF DIESEL TO MBS GENERATORS AND RENDERING OF ALLIED SERVICES				
Bidder's Name:				
Sr. #	List of Documents	Yes	No	Not Applicable
1	List of bidder's major clientele			
2	Details related to relevant experience in the business with all supporting documents and documented proof			
3	Complete details of the business operations being carried out by the bidder with all supporting documents and documented proofs			
4	Valid NTN and GST Number (<i>not required in case of Petrol Pump Operators</i>)			
5	Registration Certificate of firm			
6	Detailed quality assurance plan including methodology (optional)			
The Technical Proposal shall contain the following, without quoting the price				
7	Technical Proposal Submission Form (Annex C-1)			
8	Technical Evaluation (Annex C-3)			
9	Financial Capacity of the Bidder (Annex C-4)			
10	Power of Attorney (Annex C-6)			
11	Undertaking (All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted (Annex C-7)			
12	Affidavit (Annex C-8)			
13	Registration Certificate of Company / AOP			
14	Tender Security as prescribed in the tender document (sealed in a separate envelope)			
15	Covering letter duly signed and stamped by authorized representative (Annex C-12)			
16	Valid Registration Certificate for Income Tax and Sales Tax (<i>Sales Tax Certificate not required for petrol pump operator</i>)			
17	Income Tax and Sales Tax Returns for the last three tax years or since inception if earlier (<i>Sales Tax Return not required for Petrol Pump Operator</i>)			
18	Financial Proposal Submission Form (Annex C-10)			
19	Financial Proposal (Annex C-11)			
20	JV has been formed through an MOU, as per RFP			
21	Soft copies of the Financial Proposals, including all Forms, Annexes, Drawings, Documents, etc. in the form of MS Word Documents, MS Excel Worksheets and Scanned images, have been enclosed			

Note:

The bidder shall place tags on documents containing Serial 1 to 21

Annexure-C1: Technical Proposal Submission Form

Technical Proposal Submission Form

[Location, Date]

To (Name and address of Procurer)

Dear Sir,

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

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

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

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

We remain,

Yours sincerely,

[Authorized Signature]

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

Annexure-C2: Technical Evaluation Criteria

It is mandatory to score minimum 55% of total marks. Bidders are cautioned to exercise due diligence while providing documents for evidence. Dubious documents which cannot be substantiated / verified / counter-checked etc. from the issuing authority must not be attached with tender documents.

Sr. No.	Criteria	Max. Marks	Comment/Description	Evidence Required
1	Number of clients with minimum monthly supply of 1000 litres of Diesel or more*	25	From 5 - 15 Clients =10 Marks From 16 - 25 Clients =15 Marks From 26 - 35 Clients =20 Marks From 36 and above =25 Marks	Details of Clients along with particulars including company name, address, focal person and average monthly consumption.
2	Number of years of experience in supply of petroleum products	30	1 year to 5 years =10Marks 6 year to 10 years = 20Marks 11 years and above = 30 Marks	Original or certified documentary evidence regarding petroleum related supply or sale operations. In case, a document is submitted that requires verification then the Verification substantiating the document must explicitly specify name and experience of the bidder/proprietor (JV partner).
3	Average Annual Turnover from petroleum business for the last 3 years or since inception if later	30	Rs. 100 M to Rs. 199 M = 10 Marks Rs. 200 M to Rs. 299 M = 20 Marks Rs. 300 M & Above = 30Marks	Sales Tax returns for GST Registered suppliers (for last 3 years) Or Sales Certificate of OMCs for Petrol Pump Operators (for last 3 years)
4	Storage Capacity* (must be licensed)	15	10,000 to 50,000 Litres = 10 Marks Greater than 50,000 Litres = 15 Marks	Documentary evidence from an Oil Marketing Company along with clear pictorial proof of storage tanks etc
TOTAL		100	Minimum Passing Marks = 55%	

*Note: Please provide pictures of the Storage facility and list of Clientele qualifying above criteria

Annexure-C3: Technical Evaluation

To be filled out by the bidder; and by all partners in case of a Joint Venture.

References and supporting documentation required as evidence for each as per RFP

Sr. No.	Criteria	Enter Value / Input
1	Number of clients with minimum monthly supply of 1,000 litres of Diesel or more	
2	Number of years of experience in supply of petroleum products	
3	Average Annual Turnover from petroleum business for the last 3 years or since inception if later	
4	Storage Capacity (licensed)	

Note:

- In case of JV, the above values at serial 1, 2, 3 and 5 may be combined if both JV partners are suppliers of petroleum products.

Annexure-C 4: Financial Capacity of the Bidder

- The following form requiring financial data shall be filled out by the Bidder; and by all partners** in case of a Joint Venture and along with one summary form for all partners. The Procurer reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Services may be disqualified.

Instructions:

- Please Provide the required information for the previous three years or since inception if earlier (most recent to oldest). Also attach balance sheets and Income Statement of your firm for the relevant years.

Financial Information	Year 1	Year 2	Year 3
Information from Balance Sheet:			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement:			
(5) Total Revenue (TR)			
(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

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

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

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

Authorized Signatures with Official Seal

Annexure-C 5: Instructions for preparation of power of attorney

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

Annexure-C 6: Format of Power-of-Attorney

POWER OF ATTORNEY

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

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

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

Dated this ____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Annexure-C 7: Undertaking

UNDERTAKING

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

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Annexure-C8: Affidavit

AFFIDAVIT

Integrity Pact

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

Signature & Stamp

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

Notary Public

Annexure-C 9: Performance Security

PERFORMANCE SECURITY

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgment Date:

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

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

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

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

1. If the Service Provider commits a default under the Contract
2. As adjustment against any amount imposed as a fine by the Client for irregularities committed by the Service Provider
3. As adjustment against any outstanding payment decided by the Client
4. If the Service Provider fails to submit the bank guarantee for the next year one month before the expiry of already submitted bank guarantee
5. If the Service Provider fails to fulfill any of the obligations under the Contract

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

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

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

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

Date this _____ day of 2013.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

Annexure-C 10: Financial Proposal Submission Form (Part of Financial Bid Envelope)

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To _(Name and address of Procurer)_

Dear Sir,

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

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

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

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

Signed:

In the capacity of:

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

Date:

Annexure-C 11: Financial Proposal

Sr. No.	Item	Annual Fee (Pakistani Rupees)
1	Service Fee for allied services	X

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

Important note:

1. Lowest value of "X" will determine the successful bidder, provided mandatory requirements are met.

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

Name of the Bidder _____

Signature _____

Address _____

Annexure-C 12: Format for Covering Letter

To

(Name and address of Client)

Sub: _____.

Dear Sir,

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

Authorized Signatures with Official Seal, Name & Address

Annexure - D - Penalties

Sr. No.	Description of Infraction	Penalty for Non-performance
1	Disruption in Operation of Metrobus Service due to failure of Service Provider to timely refuel the generators (within the allocated time slot) or in sufficient quantities.	<p>P = Average No. of boarding Passenger at affected station(s) per hour D = Downtime due to Service Provider's non-performance in hours F = Fare (Rs.) $K = P \times D \times F$</p> <p>A penalty of an amount up to 'K' above may be levied</p>
2	Ensure security of fuel present in generators and auxiliary tanks, on 24-hour basis, 7 days per week (including public holidays), by implementing a system of theft prevention.	<p>The Service Provider shall be liable to bear the actual cost of established stolen quantity estimated by the Client.</p> <p>However, it is clarified here that the extent of liability of the Service Provider shall be limited to incidents of theft up to a maximum of 30 days preceding the date of identification of incident.</p>
3	Failure to abide by any rules and regulations (including instructions) laid down by the Client	Up to Rs. 5,000 per day of non-compliance until remedied
4	Failure to perform basic quality testing (water and flash point) using a Digital Testing Kit at each delivery, as may be reported by a PMA representative/inspector.	<p>10% of Cost of Diesel Delivery (for that particular day) upon 1st occurrence 25% of Cost of Diesel Delivery (for that particular day) upon 2nd occurrence 50% of Cost of Diesel Delivery (for that particular day) upon 3rd occurrence Termination of the contract and forfeiture of the performance security upon 4th occurrence</p>
5	Failure to ensure accurate recording of fuel quantity supplied/decanted as may be reported by a PMA representative/inspector.	<p>10% of Cost of Diesel Delivery (for that particular day) upon 1st occurrence 25% of Cost of Diesel Delivery (for that particular day) upon 2nd occurrence 50% of Cost of Diesel Delivery (for that particular day) upon 3rd occurrence Termination of the contract and forfeiture of the performance security upon 4th occurrence</p>
6	Failure to contain spillage within acceptable fuel spillage levels as may be ascertained/reported by a PMA representative/inspector along with a photographic evidence	Cost of Estimated spillage above acceptable fuel spillage level as determined by the Client.
7	Failure to maintain adequate and up-to-date on-site as well as off-site record (e.g. log book) of all re-fueling activity (Generator readings, quantity delivered at	Cancellation of contract and forfeiture of Performance Security

	each supply, flow meter reading, staff attendance etc.)	
8	Failure to employ and engage trained and skilled staff, within time period specified under section 5.6, reasonably required to complete the duties of this contract to the satisfaction of the Client as per Clause 5.6	<ul style="list-style-type: none"> • Amount equivalent to 10% of Performance Security upon issuance of 1st written notice • Amount equivalent to 30% of Performance Security upon issuance of 2nd written notice • Forfeiture of performance security and termination of the contract upon non-compliance to 2nd notice within specified time
9	Failure to ensure presence of its authorized representative(s) at any MBS site or PMA office at short but reasonable notice when so required by the PMA or respond to queries of PMA in a timely manner.	Rs. 20,000 per occurrence
10	Any Loss or damage caused to movable or immovable property of the Client or any other MBS Service Provider directly and solely attributable to the Service Provider.	Replacement / repair cost of damage caused as assessed by the Client
11	Failure to remove broken-down delivery or staff vehicle from the MBS corridor before commencement of Operations	Actual cost of removing broken down vehicle from the MBS corridor as incurred by PMA + Rs. 20,000
12	Failure to install (within time period specified under section 5.18) or replace faulty flow-meter within 24 hours of the identification of fault.	5% of Diesel Bill for each decantation through the faulty flow-meter since identification of fault (or where flow-meter isn't installed) + Rs. 20,000 per occurrence
13	Failure to calibrate the dispensing units (installed on delivery vehicles) and flow-meters (installed on fuel tanks) or provide calibration reports as per Clause 5.19 of RFP	Forfeiture of Performance Security and possible termination of the contract
14	Failure to provide timely reports as per Clause 5.21 of the RFP.	<ul style="list-style-type: none"> • Amount equivalent to 10% of Performance Security upon issuance of 1st written notice • Amount equivalent to 30% of Performance Security upon issuance of 2nd written notice • Forfeiture of performance security and termination of the contract upon non-compliance to 2nd notice within specified time
15	Ensure its personnel do not enter into the MBS territory without valid entry cards/permit issued by the Client.	The offender shall be liable to pay the prescribed fine under Rule 7 of the Metrobus Authority Rules, 2013, failing

		which he/she will be prosecuted under the provisions of the Punjab Metrobus Authority Act, 2012.
16	Voidance of Warranty due to supply and use of sub-standard fuel as described in Clause 1.20	Up to 10% of the replacement Cost of Generator
17	Failure to arrange lab test as per Clause 5.20.2	Forfeiture of Performance Security and possible termination of the contract

Annexure - E: General Specifications of Generators

	J275K	J130K
Engine Model	JOHN DEERE 6081HF001	JOHN DEERE 6068TF220
Max Power (kW)	200	94.5
Tank Capacity (L)	390	340
Bore(mm) x Stroke(mm)	116 x 129	106 x 127
Speed (RPM)	1500	1500
Estimated Fuel Consumption @ 110% load (Ltrs/hr)	68	29
Estimated Fuel Consumption @ 100% load (Ltrs/hr)	56.9	26
Estimated Fuel Consumption @ 75% load (Ltrs/hr)	42.6	18.5
Estimated Fuel Consumption @ 50% load (Ltrs/hr)	29.4	13.5

Annex - F: PSI Specifications – High Speed Diesel

Sr. No.	Test Description	Units	Test Method ASTM/IP	PSI Specs	Max/Min
1	Specific gravity @ 15.6°C, 60°F	-	D-1298	Report	-
2	Color	-	D1500	3	Max
3	Flash Point	°C	D-93	54	Min
4	Cloud Point a) Summer (March-Oct) b) Winter (Nov-Feb)	°C	D-2500	9 6	Max
5	Pour point a) Summer (March-Oct) b) Winter (Nov-Feb)	°C	D-97	6 3	Max
6	Cold Filter Plugging Point (CFPP) a) Summer (March-Oct) b) Winter (Nov-Feb)	°C	IP-309	Report Report	Max
7	Cetane Index (calculated)	-	D-976	45	Min
8	Sulfur	wt %	D-129	1.0	Max
9	Copper strip 3 hrs. corrosion at 100°C	-	D-139	1	Max
10	Carbon Residue	-	-	-	-
11	Conradson carbon % wt of 10% residue	wt %	D-189	0.20	Max
12	Sediments	% wt	D-473	0.01	Max
13	Water	% wt	D-95	0.05	Min
14	Ash contents	% wt	D-482	0.01	Max
15	Neutralization Value a) Total Acid No. b) Strong Acid No.	mg KOH/g	D-974	0.5 NIL	Max
16	Kinematic viscosity @40°C	Cst	D-445	1.5 6.5	Min Max
17	Distillation a) 50% Vol. Rec. b) 90% Vol. Rec.	°C	D-86	Report 365	- Max