

Punjab Masstransit Authority

Minutes of Meeting

Subject:	Pre-Bid Conference On Tender For Operations and Maintenance Services of Automated Fare Collection System (AFC) for Metrorail Transit System on the Orange Line in Lahore (Ali Town to Dera Gujran)		
Date:	March 25, 2019	Time:	03:00 PM
Venue:	Committee Room, Punjab Masstransit Authority	Chair:	Mr. Muhammad Ozair Shah, General Manager Operations, PMA
Participants:	<p>List of Participants:</p> <ol style="list-style-type: none"> 1. General Manager Operations, PMA 2. Manager IT, PMA 3. Financial Specialist, PMA 4. IT Expert, PMA <p>The list of prospective bidders who participated the Pre-Bid meeting is attached at Annex-A</p>		

Question	Discussion/Decision
1. CRCC, Techaccess Pakistan, LMKT, Inbox and Infotech requested for extension in bid submission time.	1. After discussion with all the prospective bidders, it was decided that the bid submission date will be extended till 15 th April 2019 at 3:00pm.
2. Clarification regarding exemptions for L2SP2 from delays or slippages on SLA parameters.	2. It is clarified that L2SP2 will be exempted from delays or slippages on SLA parameters for the duration where the problem lies with L2SP1 or AFC manufacturer through EPC Contractor.
3. Clarification regarding increase in defined human resources i.e. TOM Operators, AGM Controllers and TVM Facilitators.	3. It is clarified that any change in the quantities of defined human resources will be subject to Purchaser instructions only and payments shall be adjusted accordingly.
4. Clarification regarding conflict of interest in case a company bids for both L2SP1 and L2SP2.	4. It is clarified that there is no conflict of interest if “L2SP1 or any JV partner thereof” and “L2SP2 or any JV partner thereof” are same company.
5. Clarification regarding mandatory	5. It is clarified that registration with SECP is not

<p>requirement regarding registration with SECP for partnership firms that are registered with registrar of firms instead of SECP.</p> <p>6. Clarification regarding company of foreign origin with SECP registration in Pakistan and audited financial statements of its office in Pakistan be treated as “locally registered company”.</p> <p>7. Clarification regarding replacement of part / equipment covered under defect liability and warranty period.</p> <p>8. Clarification regarding repairing of part / equipment covered under defect liability and warranty period.</p> <p>9. Clarification regarding language of software interfaces, training manuals and language of training to staff.</p> <p>10. Clarification regarding automated mechanism for detection of counterfeit or fake currency in TVMs.</p> <p>11. Clarification regarding security of equipment after operations hours.</p>	<p>mandatory for partnership firms who will furnish registration with registrar of firms. The updated clause 20.5.6 is mentioned on page 32 of updated RFP (Addendum No. 1).</p> <p>6. It is clarified that such company shall be treated as locally registered company. However, such company must have been registered with SECP or registrar of firms for five (05) years as per requirements of RFP and shall submit income tax & sales tax returns for the last three (03) years.</p> <p>7. The part / equipment which needs replacement will be issued to L2SP2 by L2SP1 that is maintaining the backup and spare part inventory. However, it is clarified that the responsibility of replacement of part / equipment lies with L2SP2.</p> <p>8. It is clarified that repair to be performed by L2SP2 represent general correction by means of troubleshooting, replacement of part / equipment supplied by L2SP1, or by following built-in process of application or software being maintained. However, L2SP2 shall not perform any repairs that will void the warranty of part / equipment.</p> <p>9. It is clarified that software interfaces and training manuals shall be in English language. Besides training shall also be provided in English language.</p> <p>10. It is clarified that TVMs has automated mechanism for detection of counterfeit or fake currency.</p> <p>11. It is clarified that there will be a dedicated security operator for Orange Line i.e. L2SP3, on 24/7/365 basis, who will be responsible for the security of equipment after operations hours. However, security of equipment locked by the L2SP2 shall be to the extent of protection of breakage of locks and</p>
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<p>12. Clarification regarding smart card security deposit management.</p> <p>13. Clarification regarding prorata deductions due to closure of station by the Purchaser, due to riots, strikes, natural calamities or by the action of law or government etc. but not because of the fault of L2SP2.</p> <p>14. Clarification regarding UPS batteries and Data Cartridge of tape library that whether they are considered as consumable items to be provided by the L2SP2.</p> <p>15. Clarification regarding Database & OS in use for main server (Power S822).</p> <p>16. Clarification regarding role of the L2SP2.</p> <p>17. Clarification regarding financial bid price is completely indexed w.r.t minimum wage and CPI from contract signing date as opposed to bid submission date.</p>	<p>theft thereafter.</p> <p>12. It is clarified that security deposits, against which smart cards are issued to citizens, shall be deposited to the escrow account as per SOP.</p> <p>13. It is clarified that if a station is closed by the Purchaser, not because of the fault of L2SP2 but, due to riots, strikes, natural calamities or by the action of law or government etc. the Purchaser shall make the prorated deductions in the invoice processing. Subsequently, the L2SP2 shall submit its separate invoice for incurred costs during such instance of closure and the Purchaser shall evaluate the invoice and pay such agreed costs. However, the Purchaser shall not pay profits in such instances. The updated clause 39.5 is mentioned on page 45 of updated RFP (Addendum No. 1).</p> <p>14. It is clarified that UPS batteries and Data Cartridges are not considered as consumable items and shall be provided by L2SP1 and not by the L2SP2.</p> <p>15. It is clarified that database is Oracle and OS is Linux.</p> <p>16. It is clarified that the role of L2SP2 is confined to operations and maintenance of already developed and deployed solution and no additional integration or development or addition is considered as L2SP2 role. Some of the updated clauses 9.17-19 and 9.34-35 are mentioned on pages 20 and 22 of updated RFP (Addendum No. 1).</p> <p>17. It is clarified that financial bid price is completely indexed w.r.t minimum wage and CPI from bid submission date. The updated clause 40 and 71 are mentioned on pages 45-46 and 57 respectively of updated RFP (Addendum No. 1).</p>
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<p>18. Clarification regarding printing of card / tokens by the L2SP2.</p> <p>19. Clarification regarding defined human resources i.e. 62 TOM Operators, 70 AGM Controllers and 62 TVM Facilitators in Sr No. 3-5 of Clause 71.</p> <p>20. Clarification regarding SLA-26 i.e. "Resource Management"</p>	<p>18. It is clarified that L2SP2 is not responsible for the printing of cards and tokens which will be issued to L2SP2 by L2SP1. The updated clause 11.2 is mentioned on page 23 of updated RFP (Addendum No. 1).</p> <p>19. It is clarified that defined human resources i.e. 62 TOM Operators, 70 AGM Controllers and 62 TVM Facilitators are required on per shift basis. The updated clause 71 (Sr No. 3-5 of price table) mentioned on page 56 of updated RFP (Addendum No. 1).</p> <p>20. It is clarified that SLA-26 i.e. "Resource Management" is updated such that it caters all station staff and is no longer restricted to TOM Operators, AGM Controllers and TVM Facilitators, but also becomes applicable on Operations Supervisor and System Engineer. The updated SLA-26 is mentioned on page 81 of updated RFP (Addendum No. 1).</p>
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ATTENDANCE SHEET

PRE-BID MEETING ON OPERATIONS AND MAINTENANCE SERVICES OF AUTOMATED FARE COLLECTION SYSTEM (AFCS) FOR METRORAIL TRANSIT SYSTEM ON THE ORANGE LINE IN LAHORE (ALL TOWN TO DERA GURAN)

ATTENDANCE SHEET

Place: Committee Room, PMA Office, 5th floor,
Arfa Software Technology Park, Lhr

Date: 25/03/2019

Time: 3:00 PM

Sr. No.	Name of Organization	Name of JV Partner (if any)	Representative's Name & Designation	Contact No.	Email Address	Signature
1	SORANGI LTD <i>SuperNet</i>		BILAL SHAWAD - Rm <i>Waqar Saifood S.M</i>	0345-8567272 <i>0345-8561026</i>	bilal.jawad@orange.net.pk <i>waqar.saifood@super.net.pk</i>	<i>BLAL</i> <i>Maqar</i>
2	Technocore Pak		M. Amman Saifid - President	0300-4493037	amman.saifid@techaccesspak.com	<i>Amman</i>
3	h		Hasan Afzal - C.I.M <i>Syed Khawar</i>	0302-8496545 <i>0305-4422920</i>	hasan@techaccesspak.com <i>khawar.fayez@techaccesspak.com</i>	<i>hmt</i> <i>khawar</i>
4	h		Rashid Iqbal - GM	0301-9498823	rashid.ice@inbox12.com	<i>Rashid</i>
5	h		Farhan A. Chughtai	0323-4389912	farhan@inbox12.com	<i>Farhan</i>
6	ARCANA		SYED AUM M.	0300-8591880	aum.syed@gmail.com	<i>Aum</i>
7	x					
8	x					
9	x					
10	CS&S Co. Ltd		SYED AHSEN AHSEN	0315-525552	ahsen@cssweb.com	<i>Ahsen</i>
11	h					
12	<i>Margam CRCC</i>		<i>Bubnel D. Executive</i>	<i>0331-4488660</i>	<i>margam.crcc@hotmail.com</i>	<i>Adrian</i>
13	XXXXXXXXXX					
14	XXXXXXXXXX					
15	AMBOX		Salman Shahid	03224222883	salman.shahid@inbox12.com	<i>Salman</i>

ATTENDANCE SHEET

PRE-BID MEETING ON OPERATIONS AND MAINTENANCE SERVICES OF AUTOMATED FARE COLLECTION SYSTEM (AFCS) FOR METRO RAIL TRANSIT SYSTEM ON THE ORANGE LINE IN LAHORE (ALL TOWN TO DERA GURAN)

ATTENDANCE SHEET

Place: Committee Room, PMA Office, 5th floor,
Arfa Software Technology Park, Lhr

Date: 25/03/2019

Time: 3:00 PM

Sr. No.	Name of Organization	Name of JV Partner (if any)	Representative's Name & Designation	Contact No.	Email Address	Signature
16	AET LMKTR PVT. LD.		ALI HASAN REGIONAL HEAD	0338 886 7122	salhussain@lmdt.com	
17	VITAL INTL	-	Zafar Latif	0300 4127276	zafar@vitalgroup.com.pk	
18	VITAL INTL	-	TAUQEER AHMAD	0303-4999612	tauqeer@vitalgroup.com.pk	
19	"		Shafiqat Hussain	0301-848 0886	Shafiqat.hussain@infotechgroup.com	
20	Infotech	N/A	M. Bilal Saeed	0301-8992782	bilal.saeed@infotechgroup.com	
21	INFOTECH	N/A	M. ZAFAR KHAN	03344019949	zafar@infotechgroup.com	
22	AOS		Eng. SHAHID GULZAR	0321 4974467	info@stengineers.com	
23	ST ENGINEERS	NA	Ali Iqbal	03360004920	efo@lifcon.net	
24	Life Connection co		Dr. Mashar Hussain	03082222222	admin@lifcon.net	
25	"					
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ATTENDANCE SHEET

PRE-BID MEETING ON OPERATIONS AND MAINTENANCE SERVICES OF AUTOMATED FARE COLLECTION SYSTEM (AFCS) FOR METRORAIL TRANSIT SYSTEM ON THE ORANGE LINE IN LAHORE (ALL TOWN TO DERA GURAN)

ATTENDANCE SHEET

Place: Committee Room, PMA Office, 5th floor,
Arfa Software Technology Park, Lhr

Date: 25/03/2019

Time: 3:00 PM

Sr. No.	Name of Organization	Name of JV Partner (if any)	Representative's Name & Designation	Contact No.	Email Address	Signature
31						
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**OPERATIONS AND MAINTENANCE SERVICES
OF AUTOMATED FARE COLLECTION SYSTEM
(AFC) FOR METRORAIL TRANSIT SYSTEM ON
THE ORANGE LINE IN LAHORE
(ALI TOWN TO DERA GUJLAN)**



ADDENDUM No. 01

1. Punjab Masstransit Authority (PMA) is a statutory body established by the Government of the Punjab for the purposes of planning, construction, operation and maintenance of mass transit systems in the major cities of the Punjab, Pakistan; for providing safe, efficient and comfortable urban transportation system.
2. The above mentioned advertisement for procurement of Operation & Maintenance Services for Automated Fare Collection System (AFC) for Metrorail Transit System on the Orange Line in Lahore (Ali Town to Dera Gujran) appeared on March 17-18, 2019 vide Advertisement No. IPL-2396 in the Nation, Jang and Siyasi Dost.
3. The date of Bid submission is hereby amended as under:-

Bid Submission		Bid Opening	
Existing Schedule	Revised Schedule	Existing Schedule	Revised Schedule
04-04-2019	15-04-2019	04-04-2019	15-04-2019
PST 15:00	PST 15:00	PST 15:30	PST 15:30

4. The procurement shall be conducted in accordance with the Punjab Procurement Rules 2014 as modified time to time on Single Stage Two Envelopes Procedure.
5. Potential bidders must visit the websites of the Punjab Masstransit Authority (PMA) (www.pma.punjab.gov.pk) or the Punjab Procurement Regulatory Authority (PPRA) (www.ppra.punjab.gov.pk) to download the RFP Document along with Addendum, free of cost.
6. Bids which are incomplete, not sealed, not signed, and unstamped and late or submitted by other than specified mode will not be considered.
7. PMA reserves the right to reject all proposals at any time prior to the acceptance of bid.

General Manager Operations
Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), 346-B, Main
Ferozepur Road, Lahore, Pakistan.
TEL:+92 (42) 99028000 Fax: +92 (42) 99232541,
Email: afc.bss@pma.punjab.gov.pk

Addendum No. 1 to the Tender Document

OPERATIONS AND MAINTENANCE SERVICES OF AUTOMATED FARE COLLECTION SYSTEM (AFC) FOR METRORAIL TRANSIT SYSTEM ON THE ORANGE LINE IN LAHORE (ALI TOWN TO DERA GUJRAN)



**THE PUNJAB MASSTRANSIT AUTHORITY
Government of the Punjab**

5th Floor, Arfa Software Technology Park (ASTP)

346-B, Main Ferozpur Road, Lahore, Pakistan.

Phone: +92 42 99028000 Fax: +92 42 9923 2541

URL: www.pma.punjab.gov.pk

Addendum No.1 to the Tender Document

Due to some clarifications required in the RFP document, the following addendum is hereby issued; which shall form a part and parcel of the original document titled

“OPERATIONS AND MAINTENANCE SERVICES OF AUTOMATED FARE COLLECTION SYSTEM (AFC) FOR METRORAIL TRANSIT SYSTEM ON THE ORANGE LINE IN LAHORE (ALI TOWN TO DERA GUJRAN)”

issued and uploaded on March 19, 2019. The contents of this corrigendum shall supersede/replace pages 6, 9, 20, 22, 23, 32, 35, 45, 46, 56, 57, 76, 81 and 82 of the original RFP document, and shall be read as part of the RFP document uploaded on the following websites:

www.pma.punjab.gov.pk

www.ppra.punjab.gov.pk

Important Dates

- 1. Last date of Bid Submission: April 15, 2019 (3pm) – 5th floor Arfa Software Technology Park, Ferozpur Road, Lahore.**
- 2. Pre-bid meeting: Monday, March 25, 2019 (3pm) – 5th floor Arfa Software Technology Park, Ferozpur Road, Lahore.**

2. Bidding Details (Instruction to Bidders)

All bids must be accompanied by tender security as part of technical proposal in favor of “**Punjab Masstransit Authority**” (As per provisions of Tender Security clause 22 of this document).

The bids along with the Tender Security, Tender Forms, Affidavits, etc., must reach PMA’s office located at 5th floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, PAKISTAN, on or before **1500 hours on April 15, 2019**. The Technical bids will be publicly opened in the Committee Room of Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park, 346-B, Main Ferozepur Road, Lahore, at **1530 hours on April 15, 2019**.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the services must be received in writing by the PMA by **25th March, 2019**. All queries shall be responded to within due time.

The bidder must submit bids in full conformity of the requirements mentioned vide this document. Failure to meet this condition will cause disqualification of the bidder and subsequent rejection of the relevant bid. The attention of bidders is drawn to the provisions of Clauses 20, 27 & 29 on “**Preparation / Submission of Bid**”, “**Determination of Responsiveness of Bid**” and “**Rejection & Acceptance of Tender/Bids**” respectively before preparing and submitting their bids.

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

Email: afc.bss@pma.punjab.gov.pk
Punjab Masstransit Authority (PMA)
5th Floor, Arfa Software Technology Park,
346-B, Ferozepur Road, Lahore, Pakistan.

Bidders should note that during the period from the advertisement of the tender till the receipt of the bid, all queries should be communicated in writing via e-mail at the above contact detail.

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.

Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

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

components associated with AFC.

7. Implement a secure and protected access control system to control access to AFC software application systems and databases, limiting access to authorized personnel only. Also maintain AFC hosting site and ensure regular and tested data backup.
8. Implement appropriate security measures for the information and data generated from operations of AFC, and deploy standard disaster management procedures, contingency plans, and back-up plans to cope with any system failure.
9. Undertake a comprehensive training program, from the AFC manufacturer company through EPC Contractor (to be arranged by the Purchaser) regarding AFC software and hardware, and ensure that its staff acquires a good working knowledge of supply of such Services to be supplied under the Contract. Subsequently, Impart meaningful and timely training to all staff associated with AFC as well as selected staff of PMA.
10. Undertake taking over of all AFC equipment and components from the Purchaser.
11. Prepare and implement detailed preventive and break-down maintenance plan for all AFC equipment and components to be handed over by the Purchaser to L2SP2. Also update the maintenance plan through maintenance review procedures.
12. Guarantee up-time and adequate performance of AFC components at Metrotrain Stations, Control Center, Central Datacenter.
13. Guarantee smooth operations and functioning of all AFC components during the entire contract period.
14. Plan and conduct regular disaster recovery drills, security audits, and performance tuning activities. Timely submit associated plans, schedules, and results for review.
15. Coordinate all equipment and software maintenance activities well in advance with authorized/designated personnel at PMA.
16. Replace faulty equipment, hardware, software, covered under defect liability period for the Contract period, so as to ensure adherence to stated service-level parameters.
17. Regularly check, and **watch for** timely upgrade and maintain all possible ICT infrastructure including hardware, software, and network infrastructure and ensure adherence to stated service-level parameters.
18. **IntegrateFacilitate and operate integration** with other Intelligent Transport Systems (ITS) add-ons, if any.
19. **IntegrateFacilitate and operate integration of** AFC system with banking software system of the Bank of Punjab, in an efficient and secure manner.

32. Ensure prompt and efficient response time related to all service delivery aspects associated with ticket sales/refunds, AGM entry/exit process, etc.
33. Timely raise alerts to the PMA control center staff in case of issues with equipment or system functioning.
34. ~~Ensure~~Facilitate scalability of the AFC Project to cater to the future requirements and needs.
35. Engage and deploy suitably skilled personnel for operation and maintenance of the AFC project, and maintenance/replacement of all related equipment/component in a timely manner ~~and at its own cost~~.
36. Take prompt and reasonable action for resolution of each complaint – including complaints received from passengers as well as from PMA related to AFC operations e.g ticket sales, AGM facilitation, TVM facilitation etc and generate log of each complaint along with the details of the resolution.
37. Agree to and abide by the “Revenue Collection and Payment Mechanism” stated in this document.
38. Ensure integrity of cash collection and reconcile with sales/transaction reports daily to ensure there is no differences.
39. Adequate resources from the contractor’s side must be available to ensure smooth operations of AFC.
40. Cards/Tokens used in AFC corridor must also work with existing AFC systems in other AFC corridors and feeder route systems and vice versa (Fare Integration).
41. The Contractor is liable to cooperate fully with the assigned Information System Auditor’s and shall extend all necessary access, support & cooperation for the completion of said audits (as and when required).
42. The Contractor is responsible for operating the entire AFC system including all its components and peripherals, reliably and securely at all times during the course of the contract. The Contractor shall not make any changes to the system configuration parameters and security settings without prior written approval of the Client in a timely manner.
43. At no time or under any circumstances what so ever shall the Contractor ever make direct changes to the databases. It shall always be ensured that all changes in the database (if and when required approved by the Client) shall be done through the application interface(s). The database audit logs shall always remain in enabled mode.

10. Key Service-level parameters

Any breach of defined service levels will entail penalties. Service level parameters are outlined in Annexure-J.

11. Revenue collection and payment mechanism

1. An escrow account shall be opened by the PMA in the Bank of Punjab. **The escrow account will be jointly operated by authorized representatives of PMA, the AFC Service Provider, and Metrotrain Operator.**
2. ~~The contractor shall arrange printing of the cards/tokens, based on card/token design specified by PMA~~
3. Sale of tickets (cards/tokens) shall be the responsibility of the contractor.
4. For activation and subsequent recharging of cards (Smart cards) and tokens, the contractor shall use "Bulk Initialization Machines (BIM)" i.e. Encoder/Sorter Machine, placed at PMA metrotrain Command and Control Center.
5. BIMs i.e. Encoder/Sorter Machines, and/or top-up/Point of Sale (POS) machines will only initialize/top-up media if there is sufficient balance available. Contractor must first transfer sufficient balance amount into the Government Escrow Account, and the Bank of Punjab will subsequently notify e-credit to be made available to the AFC service provider for charging of BIM (Encoder/Sorter Machine)/POS machine.
6. Payments from the Escrow Account will be made to Metrotrain Operator based upon agreed policies, formulas, and reconciliation reports from AFC.
7. Payments from the Escrow Account will also be made to AFC Service Provider.
8. If there is surplus balance in the Escrow Account, the amount will be retained by PMA. If there is deficit in the Escrow Account (that is, the two service providers cannot be paid) then PMA will pay the deficit amount from its own account.
9. Regular third-party audit (financial as well as technical) to be made an integral part of the project

12. Other Parties Responsibilities

12.1. PMA Responsibilities

1. Provide fare structure, user roles, and business rules to AFC service provider
2. Provide AFC service provider necessary project site so that AFC service provider can perform its obligations in a timely manner
3. Attempt to grant timely approvals and make timely payments
4. Contract signing, Contract Payments and monitoring project operations

12.2. AFC Manufacturer Responsibilities

The AFC manufacturer company through EPC Contractor is responsible for the contract period to:-

20. Preparation / Submission of Tender

- 20.1** The Tenderer is allowed to bid for complete services only.
- 20.2** The Tenderer is not allowed to bid for partial services.
- 20.3** The Tender and all documents relating to the Tender, exchanged between the Tenderer/bidder and the Purchaser or Procurer, shall be in English. Any printed literature furnished by the Tenderer/bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 20.4** The Tender shall be submitted accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, detailed design, operations and maintenance plan and detailed project plans with milestones etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted.
- 20.5** Further required information as part of the bid is listed below, as in continuation to other requirements listed in the document:
 - 20.5.1 List of firm's major international and national clientele.
 - 20.5.2 Details related to experience in implementing, maintaining and supporting such solutions with all supporting documents and documented proofs.
 - 20.5.3 Complete details of all the projects being carried out by the bidder with all supporting documents and documented proofs.
 - 20.5.4 Details of similar type of projects executed by the Bidder with all supporting documents and documented proof.
 - 20.5.5 Valid Sales Tax, Income Tax and Company Registration certificates for local company (and the same prevalent documents as applicable in the region/origin of operations of enterprise operating outside Pakistan).
 - 20.5.6 SECP Registration Certificate **or registration with registrar of firms.**
 - 20.5.7 Registered Service Provider with Punjab Revenue Authority(PRA).
 - 20.5.8** Detailed Project Plan highlighting timelines, resource allocations and deliverables for each milestone leading to solution roll out.
- 20.6** The Technical and Financial proposals shall be submitted in different envelopes, the envelopes will be clearly marked 'Technical Proposal' and 'Financial Proposal'. Each proposal shall be in two sets bid i.e. the original and the copy.
- 20.7** In the event of any discrepancy between the original and the duplicate, the original shall govern.
- 20.8** The **Technical Proposal** shall contain following, without quoting the price:
 - 20.8.1 Technical Proposal Form (Annexure-A)
 - 20.8.2 Affidavit and Undertaking (All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted) (Annexure-E&F)
 - 20.8.3 Covering letter duly signed and stamped by authorized representative. (Annexure-C)
 - 20.8.4 Authorized Certificate / document from the principle / manufacturer (if applicable).
 - 20.8.5 Evidence of eligibility of the Tenderer and the Services
 - 20.8.6 Evidence of conformity of the Services to the Tender Document
 - 20.8.7 The statement must be signed by the authorized representative of the Bidder
 - 20.8.8 Financial Capacity as per Annexure-I
 - 20.8.9 Valid Registration Certificate for Income Tax, Sales Tax and / or other allied agencies /

20.16 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 tenderer.

21. Tender Price

21.1 The quoted price shall be:

21.1.1 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation **other than as specified in Clause 40**;

21.1.2 Inclusive of all charges up to the delivery point at the Punjab Government's facility for AFC related components;

21.1.3 in Pak Rupees (PKR);

21.1.4 is inclusive of all applicable taxes, duties, levies, insurance, freight, etc., as per Laws of the Government of Pakistan, but shall be exclusive of Sales Tax on Services which shall be added by the Purchaser over and above the quoted amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on Services.

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

21.3 Where no prices are entered against any item(s), the price of that item shall be deemed to have been distributed among the prices of other items, and no separate payment shall be made for that item(s).

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

22. Tender Security

22.1 The Tenderer shall furnish the Tender Security **as part of technical bid envelope**, failing which will cause rejection of bid.

22.2 Tender security, would be submitted by the Bidder;

22.2.1 in the form of Demand Draft / Pay Order / Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document[Annexure-G];

22.2.2 A sum of PKR Five (05) Million;

22.2.3 denominated in Pak Rupees;

22.2.4 have a minimum validity period of **180 days** from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is earlier.

22.3 The proceeds of the Tender Security shall be payable to the Purchaser, on the occurrence of any / all of the following conditions:

22.3.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or

22.3.2 If the Tenderer does not accept the corrections of his Total Tender Price; or

22.3.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in

39. Payment

- 39.1 The Contractor shall submit an Application for Payment (Invoice), in the prescribed form, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Purchaser 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.
- 39.2 The Purchaser shall issue a Certificate of Payment, in the prescribed form, with a copy to the Contractor, verifying the amount due, within fifteen days of receipt of an Application for Payment. The Purchaser shall deduct the amount of penalties that may be levied in accordance with the SLA (Annexure-J), against the exclusive of Sales Tax amount mentioned in the Invoice and recalculate Sales Tax amount, while issuing the Certificate of Payment. The Purchaser may withhold a Certificate of Payment on account of defect(s) / short coming(s) in the services provided. The Purchaser may make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate.
- 39.3 The Purchaser shall pay the amount verified in the Certificate of Payment within twenty one (21) days of receipt of a Certificate of Payment. Payment shall not be made in advance. The Purchaser shall make payment for the Services provided, to the Contractor, as per payment schedule through crossed cheque.
- 39.4 Payments shall be made against successful delivery of services per each Phase of the Program
- 39.5 No advance payments will be made. Monthly payments will be made on a prorated basis by the Purchaser, taking into account the number of stations etc for which AFC has been successfully provisioned. However, it is clarified that if a station is closed by the Purchaser, not because of the fault of Contractor but, due to riots, strikes, natural calamities or by the action of law or government etc. the Purchaser shall make the prorated deductions in the invoice processing. Subsequently, the Contractor shall submit its separate invoice for incurred costs during such instance of closure and the Purchaser shall evaluate the invoice and pay such agreed costs; however, the Purchaser shall not pay any profits in such instances.

40. Contract Price

The Contractor shall not charge prices for the equipment and services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Financial Proposal (Form of Bid/Financial Proposal Submission Form) or not agreed by the Purchaser as per this Contract. The quoted price, in the financial bid, is inclusive of all applicable taxes, as per Laws of the Government of Pakistan, except Sales Tax on Services which shall be added by the Purchaser over and above the quoted amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. **Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on Services as and when applicable.**

The bidder need not include escalation in cost for the contract period because the financial bid price is completely indexed with minimum wage and consumer price index (CPI). All changes in minimum wage and CPI will be passed on the bidder as per the mechanism given below.

Component prices P_3 , P_4 and P_5 of the bid price P shall be adjusted for minimum wage whenever a new minimum wage rate affecting the city of operations is notified.

Component prices P_1 and P_2 of the bid price P shall be adjusted at the end of each fiscal year for the change in consumer price index (CPI) since the bid submission date.

The monthly gross amount (exclusive of sales tax on services) P_n shall be as follows:

$$P_n = P + E_n$$

Where

$$E_n = (P_1 + P_2) \times \left(\frac{CPI_n}{CPI_0} - 1 \right) + (MW_n - MW_0) \times SS \times \frac{365}{(365 - 52^* - 14^{**})}$$

Where

E_n is the cumulative escalation in monthly price in PKR since the **bid submission date**.

MW_n is the notified minimum wage for the invoice period.

MW_0 is the notified minimum wage on the date of **bid submission**.

SS is the total number of **defined** human resources in Component P₃, P₄ and P₅.

CPI_n is the value of consumer price index (CPI) on the last date of the previous fiscal year as published by Pakistan Bureau of Statistics, i.e. 30th June 2019 for invoices submitted for the period of 1st July 2019 and onwards and 30th June 2020 for invoices submitted for the period 1st July 2020 and so on.

CPI_0 is the value of consumer price index on the date of **bid submission**.

*Represents 52 Sundays in a year

**Represents other leaves and relievers, if any.

Accordingly, the Contract Price shall be subject to adjustments for changes in:-

- i. Sales Tax on Services rate as and when applicable
- ii. Minimum wage rate as and when applicable for Sr No 3-5 of Price table
- iii. CPI from every new financial year for Sr No 1-2 of Price Table

41. Contract Amendment

- 41.1** The Purchaser may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease quantity and scope, of all / any of the Services / the Works, in whole or in part.
- 41.2** The Contractor 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 Purchaser.
- 41.3** The Contractor shall not execute the Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor.
- 41.4** 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.
- 41.5** No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

42. Assignment / Subcontract

- 42.1** The Contractor will not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.
- 42.2** The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor 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

71. Price Schedule / Bid Price / Form of Bid

MUST BE SUBMITTED IN SEPARATE ENVELOPE HIGHLIGHTED AS FINANCIAL PROPOSAL

Price Schedule/Bid Price/Form of Bid

Technically qualified bidders with the lowest value in “P” will be considered successful.

Price Table:

Sr No	Item	Price
1	Monthly Service Charges for provisioning and maintaining all AFC services stated in this RFP, excluding services listed in Sr No 2-5 below, – for 26 PMA Metrotrain stations (including but not limited to maintaining all hardware, software, network, security components, top-up/TOM machines, ticket issuance and validation, AGM functioning, Development & Training Center, Maintenance Center etc.)	P1
2	Monthly service charges for dedicating adequate human resources to manage AFC data-center components (Engine Room AFC and NOC) in Metrotrain Command and Control Centre established at Orange Line Depot in Dera Gujran	P2
3	Monthly Service Charges for placing defined human resources at all 26 PMA stations, for ticket sales, recharging and refunds etc at 31 ticket offices through 62 TOM Operators/Shift 2 person (TOM operators) for ticket sales (per shift, at each ticket office) at all times during PMA operating hours	P3
4	Monthly Service Charges for placing defined human resources at all 26 PMA stations, for automatic gate machine (AGM) access control at 70 AGM points through 70 AGM Controllers/Shift 1 person (AGM Controller) for access control (per shift, at each AGM point) at all times during PMA operating hours	P4
5	Monthly Service Charges for placing defined human resources at all 26 PMA stations, for passenger facilitation regarding ticket vending machines (TVM) and ticket checking machines (TCM) at 62 TVM/TCM points through 62 TVM Facilitators/Shift 1 person (TVM Facilitator) for passenger facilitation (per shift, at each TVM/TCM point) at all times during PMA operating hours	P5
TOTAL (P1+P2+P3+P4+P5)		P

Important note:

- i. The financial bid is inclusive of all applicable taxes, as per Laws of the Government of Pakistan, but is exclusive of all Sales Tax on Services which shall be added by the Purchaser over and above the quoted amount, as applicable/required under the relevant Tax Laws, to arrive at the contract price. Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on Services as and when applicable.
- ii. No advance payments will be made. Monthly payments will be made on a prorated basis by the

Purchaser taking into account the number of stations for which AFC has been successfully provisioned. However, it is clarified that if a station is closed by the Purchaser, not because of the fault of Contractor but, due to riots, strikes, natural calamities or by the action of law or government etc. the Purchaser shall make the prorated deductions in the invoice processing. Subsequently, the Contractor shall submit its separate invoice for incurred costs during such instance of closure and the Purchaser shall evaluate the invoice and just pay the costs excluding the profits.

iii.

The bidder need not include escalation in cost for the contract period because the bid price is completely indexed with minimum wage and consumer price index (CPI). All changes in minimum wage and CPI will be passed on the bidder as per the mechanism given below.

Component prices P_3 , P_4 and P_5 of the bid price P shall be adjusted for minimum wage whenever a new minimum wage rate affecting the city of operations is notified.

Component prices P_1 and P_2 of the bid price P shall be adjusted at the end of each fiscal year for the change in consumer price index (CPI) since the bid submission date.

The monthly gross amount (exclusive of sales tax on services) P_n shall be as follows:

$$P_n = P + E_n$$

Where

$$E_n = (P_1 + P_2) \times \left(\frac{CPI_n}{CPI_0} - 1 \right) + (MW_n - MW_0) \times SS \times \frac{365}{(365 - 52^* - 14^{**})}$$

Where

E_n is the cumulative escalation in monthly price in PKR since the bid submission date.

MW_n is the notified minimum wage for the invoice period.

MW_0 is the notified minimum wage on the date of bid submission.

SS is the total number of **defined** human resources in Component P_3 , P_4 and P_5 .

CPI_n is the value of consumer price index (CPI) on the last date of the previous fiscal year as published by Pakistan Bureau of Statistics, i.e. 30th June 2019 for invoices submitted for the period of 1st July 2019 and onwards and 30th June 2020 for invoices submitted for the period 1st July 2020 and so on.

CPI_0 is the value of consumer price index on the date of bid submission.

*Represents 52 Sundays in a year

**Represents other leaves and relievers, if any.

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.

Resolution:

Time it takes to resolve the problem.

Issues as reported must be visible to all stakeholders involved via complaint management system. In addition contractor must notify the fault to the Authority, via email, fax, and/or telephone, as soon as it becomes aware of the fault, and must also keep the monitoring cell informed of progress towards resolution in a timely manner. Any fault that is not fixed within the stated resolution time will be escalated to the executive management of the contractor.

Faults/Issues/Complaints will not be closed until resolution is verified on the ground by PMA.

In case of breach of SLA parameters, penalties will apply. Depending upon the nature, severity, and duration of the breach, penalties in the form of stated percentage of monthly service charges will be imposed. It is however clarified that L2SP2 is not responsible for the duration of the downtime where the problem lies with L2SP1 or AFC manufacturer through EPC Contractor and all such time shall be excluded accordingly.

Minimum service levels associated with various key aspects of the services, components, and operations related to the AFC project, are defined below:

Sr No	Service	Parameter	Service level	Validation	Penalty
1	Helpdesk	Resolution of issues logged as per fault level categories definitions above	99%	Generated from complaint management system	If 95%-98.99% calls resolved on-time, then 2% penalty on monthly charges 90%-94.99% calls resolved on time, then 5% penalty on monthly charges. <90% of complaints being resolved on time 10% of monthly charge.
2	System Configuration and Report Generation	System Configuration and Required Report Generation Resolution logged as per fault level categories definitions above. This includes changing the fare rate, fare policy etc as well	99%	Report	If 95%-98.99% are resolved on-time, then 2% penalty on monthly charges. 90%-94.99% resolved on time, then 5% penalty on monthly charges. <90% resolved on time 10% of monthly charge.

		utilization, Central storage etc)			
26	Resource Management (Applicable for TOM Operators, AGM Controllers and TVM Facilitators)	Number of shift days for which resource present at the designated location / Total number of shift days	100%	Attendance track call log, Audit call/visits measured on a monthly basis, must be available to PMA via centralized online system	The payments shall be deducted on a pro-rata basis. Moreover, 1. For TOM Operators, AGM Controllers and TVM Facilitators: 2. For Operations Supervisor and System Engineer: Penalty shall be applied at Rs 4000/- and Rs 5000/- respectively for each absence of resource / shift
27	Delayed Invoice Submission	Failed to submit invoice in first 10 days of the month	N/A	PMA record	Rs 30,000/- on each incident
28	Violation of scope of services	Any act of non-conformance to PMA rules, regulations, instructions, scope of services if not covered in SLA	N/A	PMA record	Rs 5,000/-*A on each incident Where A=[1-100] depending on the sensitivity of non-conformance as per decision by the Purchaser

Calculation of Uptime:

$\frac{\text{Actual Uptime} + \text{Scheduled Downtime}}{\text{total number of operation hours in a month}} * 100$

"**Total Operation Hours**" means the total hours over the measurement period i.e. one month (24 * number of days in the month for 24 hours operation and 18 * number of days in the month for 18 hours operation).

"**Actual Uptime**" means, of the Total Operation Hours, the aggregate number of hours in any month during which each equipment is actually available for use.

"**Scheduled Downtime**" means the aggregate number of hours in any month during which each equipment, is down during Total Operation Hours, due to preventive maintenance, scheduled maintenance, infrastructure problems or any other situation which is not attributable to the Contractor's (or Contractor's) failure to exercise due care in performing Contractor's responsibilities.

For 24/7 hours operation, the PMA would provide a maximum of 04 hours of planned downtime for the preventive maintenance (as part of scheduled downtime) per month per equipment/service. In other case the PMA would not provide any planned downtime for the preventive maintenance (as part of scheduled downtime) per month per equipment/service.

The downtime for scheduled maintenance (patch application, upgrades – OS, Database, etc.) would need to be mutually agreed between PMA and the Contractor for 24/7 hours operation. To reduce this time, various maintenance activities can be clubbed together with proper planning. Like above the

planned downtime would not be the case if we are not having 24/7 operations. The Scheduled Downtime is 0 if we are not having 24/7 hours operation.

Downtime Calculation:

The recording of downtime shall commence at the time of registering it with Contractor for any downtime situation for the equipment. The registration could be done through auto alert, Downtime shall end when the problem is rectified and the application/ service is available to the user. Down time will not be considered for Pre-scheduled preventive maintenance and health checks (Scheduled Downtime).

- a) The compliance report shall be submitted monthly, by the Contractor.
- b) These compliance reports shall be verified by PMA officials or the nominated representatives of PMA. Any disputes on the compliance report shall be escalated to a nominee of the senior management of PMA and the decision of that nominee shall be binding on both the parties.
- c) The compliance to the SLA metrics as listed above shall be monitored on the monthly basis.

Breach of SLA:

In case the Contractor does not meet the service levels mentioned in document, for three (3) continuous time periods, it will be treated as a breach of the SLA. The following steps may be taken in such a case:

- 1. A show cause notice will be issued
- 2. Contractor must respond to the notice within 3 working days
- 3. If PMA is not satisfied with the reply, it may initiate contract termination process

Exclusions:

The service provider will be exempted from delays or slippages on SLA parameters arising out of delays in execution:-

- a. due to delay in approval or review from PMA's side
- b. for the duration where the problem lies with L2SP1 or AFC manufacturer through EPC Contractor

Any such delays will be notified in writing and will be approved by the Purchaser.

Monitoring and Auditing:

PMA will review the performance of Contractor against the SLA parameters each month, or at any periodicity defined in the contract document. The review / audit report will form basis of any action relating to imposing penalty or breach of contract.

Any such review / audit can be scheduled or unscheduled. The results will be shared with the Contractor as soon as possible. PMA reserves the right to appoint a third-party auditor to validate the SLA.

Reporting Procedures:

The Contractor will prepare and distribute to PMA the SLA performance reports in an agreed upon format by the 3rd working day of subsequent month of the reporting period. The reports will include "actual versus target" SLA performance, a variance analysis and discussion of appropriate issues or significant events.

As such, this document also defines the following management procedures:

- 1. A process for negotiating changes to the SLA.
- 2. An issue management process for documenting and resolving particularly difficult issues.
- 3. PMA and Contractor management escalation process to be used in the event that an issue is not being resolved in a timely manner.