

Addendum No2 to Tender Document

DEVELOPMENT, IMPLEMENTATION, OPERATIONS AND LONG-TERM MAINTENANCE OF PROVEN GLOBALLY DEPLOYED AUTOMATED FARE COLLECTION & BUS SCHEDULING SYSTEM (AFC-BSS) FOR MULTAN METROBUS SYSTEM AND FEEDER ROUTES



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.2 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

"DEVELOPMENT, IMPLEMENTATION, OPERATIONS AND LONG-TERM MAINTENANCE OF PROVEN GLOBALLY DEPLOYED AUTOMATED FARE COLLECTION & BUS SCHEDULING SYSTEM (AFC-BSS) FOR MULTAN METROBUS SYSTEM AND FEEDER ROUTES"

, issued and uploaded on December 28, 2015. The contents of this addendum shall supersede/replace page 39 and 56 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

22. Tender Security

- 22.1** The Tenderer shall furnish the Tender Security as under:
- 22.2** **As part of technical bid envelope**, failing which will cause rejection of bid.
- 22.3** Same tender security for both LOTS, would be submitted by the Bidder;
- 22.3.1** 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];
- 22.3.2** A sum of PKR Ten (10) Million;
- 22.3.3** denominated in Pak Rupees;
- 22.3.4** 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.
- 22.4** The proceeds of the Tender Security shall be payable to the Purchaser, on the occurrence of any / all of the following conditions:
- 22.4.1** If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
- 22.4.2** If the Tenderer does not accept the corrections of his Total Tender Price; or
- 22.4.3** 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 accordance with the Tender Document.
- 22.4.4** If the tenderer fails to provide the performance security in stipulated timeframe, format, amount and currency.
- 22.4.5** The Tenderer refuses or fails to submit the Performance Security as per agreed timelines, amount and format.
- 22.4.6** If the Tenderer submits any forged/fake/false information or document to qualify for the bid.
- 22.4.7** If the Tenderer or any of its JV partner is blacklisted in the Country of Origin.
- 22.5** The Tender security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the tender security only. The Tender Security shall be returned to the successful Tenderer on furnishing the Performance Security.

23. Tender Validity

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 Tenderer'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 Tenderer agrees to extension of validity period of the Tender, the validity period of the Tender security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Tender security.

24. Modification / Withdrawal of the Tender

- 24.1** The Tenderer may, by written notice served on the Procurer, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 24.2** 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.

The quantity of spare parts and consumable items provided and must have sufficient operating stock for the period of contract subsequently applying to all renewal years.

71.4.2 Critical items, whose failure would cause a system failure.

71.4.3 Items of high cost and/or long lead time over thirty (30) working days.

72. Inspection and Testing

72.1 The Purchaser shall conduct the quantitative inspection of the Goods/Equipment/Software/Items and Services supplied under the Contract, to ensure the complete delivery as per the contract.

72.2 The Contractor shall engage a third party (internationally recognized & competent) for qualitative inspection and testing of the Goods/Equipment/Software/Items and Services supplied under the Contract, to verify their conformity to the Technical Specifications.

72.3 The Purchaser's post-delivery right to inspect, test and, where necessary, reject the Goods/Equipment/Software/Items shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods.

72.4 The inspections and tests shall be conducted at the premises of the Contractor / its subcontractor(s) / at the final destination. Where conducted at the premises of the Contractor / its subcontractor(s), / the final destination shall provide all-reasonable facilities and assistance, including access to drawings, production data and online verification from official web site of the Manufacturer, to the Inspectors, at no charge to The Purchaser.

72.5 The Purchaser may reject the Goods/Equipment/Software/Items and Services if they fail to conform to the Technical Specifications/Requirements, in any test(s) or inspection(s) and The Contractor shall either replace the rejected Goods/Equipment/Software/Items and Services or make all alterations necessary to meet the Technical Specifications/Requirements, within seven (7) working days, free of cost to The Purchaser.

73. Blacklisting

73.1 If The Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract The Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist The Contractor **in accordance with PPRA Rules 2014**, either indefinitely or for a stated period, for future tenders in Public Sector.

73.2 If The Contractor/**Bidder** is found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution and currency of the Contract, The Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist The Contractor/**Bidder in accordance with PPRA Rules 2014**, either indefinitely or for a stated period, for future tenders in public sector.